

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
18-CA-213460

Date Filed
January 23, 2018

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Gopher Resource, LLC		b. Tel. No. 651-352-5117
d. Address (Street, city, state, and ZIP code) 885 Yankee Doodle Road Eagan, MN 55121		c. Cell No.
e. Employer Representative Alison Hoffman		f. Fax No. 651-405-6425
i. Type of Establishment (factory, mine, wholesaler, etc.) Factory		g. e-Mail alison.hoffman@gopherresource.com
j. Identify principal product or service Lead reclamation		h. Number of workers employed 160

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since about January 9, 2018, and continuing to date, the Employer has bargained in bad faith with the Union by refusing to arbitrate the grievance filed protesting the termination of (b) (6), (b) (7)(C).

3. Full name of party filing charge (if labor organization, give full name, including local name and number)


International Brotherhood of Teamsters Local Union No. 120

4a. Address (Street and number, city, state, and ZIP code) 9422 Ulysses Street NE Blaine, MN 55434		4b. Tel. No. 763-267-6120
		4c. Cell No.
		4d. Fax No. 763-267-6121
		4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
International Brotherhood of Teamsters

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

by 
(signature of representative or person making charge)

Chris Riley, Business Agent

(Print/type name and title or office, if any)

Tel. No. 763-267-6118

Office, if any, Cell No.
651-760-3484

Fax No. 763-267-6121

e-Mail
criley@teamsterslocal120.org

Address 9422 Ulysses Street NE, Blaine, MN 55434

1/23/2018

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

NxGen Allegations Sheet – CA Cases

Case Name: Gopher Resource, LLC **I.O. Charge?** Yes ☐ No ☒
Case Number: _____ **Potential 10(j)?** Yes ☐ No ☒
Agent: Schneider **Supervisor:** Burge **Blocking R case?** Yes ☐ No ☒
Impact Analysis Category ³ _____ **Case Blocked** _____
Amended A = Add allegations R = Amend out
Bargaining Status: None _____ Existing Contract ☒ Organizational Campaign _____
 Seeking Initial Contract _____ Seeking Successor Contract _____
Use backpay paragraph? Yes ☐ No ☒ **Assistance in Spanish required?** Yes ☐ No ☒

8(a)(1)

<input type="checkbox"/>	Coercive Actions (Surveillance, etc.)
<input type="checkbox"/>	Coercive Rules
<input type="checkbox"/>	Coercive Statements (Threats, Promises of Benefits, etc.)
<input type="checkbox"/>	Concerted Activities (Retaliation, Discharge, Discipline)
<input type="checkbox"/>	Denial of Access
<input type="checkbox"/>	Discharge of Supervisor (<i>Parker-Robb Chevrolet</i>)
<input type="checkbox"/>	Interrogation (Including Polling)
<input type="checkbox"/>	Lawsuits
<input type="checkbox"/>	Weingarten

8(a)(2)

<input type="checkbox"/>	Assistance
<input type="checkbox"/>	Domination
<input type="checkbox"/>	Unlawful Recognition

8(a)(3) Number of Discriminatees _____

<input type="checkbox"/>	Changes in Terms and Conditions of Employment
<input type="checkbox"/>	Discharge (Including Layoff and Refusal to Hire (not salting))
<input type="checkbox"/>	Discipline
<input type="checkbox"/>	Lockout
<input type="checkbox"/>	Refusal to Consider/Hire Applicant (salting only)
<input type="checkbox"/>	Refusal to Hire Majority
<input type="checkbox"/>	Refusal to Reinstate E'ee/Striker (e.g. <i>Laidlaw</i>)
<input type="checkbox"/>	Retaliatory Lawsuit
<input type="checkbox"/>	Shutdown or Relocate/Subcontract Unit Work
<input type="checkbox"/>	Union Security Related Actions

8(a)(4)

<input type="checkbox"/>	Changes in Terms and Conditions of Employment
<input type="checkbox"/>	Discharge (Including Layoff and Refusal to Hire)
<input type="checkbox"/>	Discipline
<input type="checkbox"/>	Refusal to Reinstate Employee/Striker
<input type="checkbox"/>	Shutdown or Relocate/Subcontract Unit Work

8(a)(5)

<input type="checkbox"/>	Alter Ego
<input type="checkbox"/>	Failure to Sign Agreement
<input checked="" type="checkbox"/>	Refusal to Bargain/Bad Faith Bargaining (including surface bargaining/direct dealing)
<input type="checkbox"/>	Refusal to Furnish Information
<input type="checkbox"/>	Refusal to Recognize
<input type="checkbox"/>	Repudiation/Modification of Contract (Sec 8(d)/Unilateral Changes)
<input type="checkbox"/>	Shutdown or Relocate (e.g. <i>First National Maint.</i>) Subcontract Work



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Agency Website: www.nlr.gov
Telephone: (612)348-1757
Fax: (612)348-1785



Download
NLRB
Mobile App

January 24, 2018

CHRIS RILEY, BUSINESS AGENT
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS LOCAL 120
9422 ULYSSES STREET NE, #120
BLAINE, MN 55434-3573

Re: Gopher Resource, LLC
Case 18-CA-213460

Dear Chris Riley:

The charge that you filed in this case on January 23, 2018 has been docketed as case number 18-CA-213460. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney ABBY E. SCHNEIDER whose telephone number is (952)703-2888. If this Board agent is not available, you may contact Supervisory Attorney NICHOLE L. BURGESS whose telephone number is (952)703-2876.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you

fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Hadsall", written in a cursive style.

JENNIFER A. HADSALL
Regional Director



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Agency Website: www.nlr.gov
Telephone: (612)348-1757
Fax: (612)348-1785



Download
NLRB
Mobile App

January 24, 2018

ALISON HOFFMAN
GOPHER RESOURCE
685 YANKEE DOODLE RD
EAGAN, MN 55121

Re: Gopher Resource, LLC
Case 18-CA-213460

Dear Alison Hoffman:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney ABBY E. SCHNEIDER whose telephone number is (952)703-2888. If this Board agent is not available, you may contact Supervisory Attorney NICHOLE L. BURGESS whose telephone number is (952)703-2876.

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If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlrb.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

January 24, 2017

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Hadsall", is written over a light gray rectangular background.

JENNIFER A. HADSALL
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

18-CA-213460

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months**? If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

GOPHER RESOURCE, LLC

Charged Party

and

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 120**

Charging Party

Case 18-CA-213460

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on January 24, 2018, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

ALISON HOFFMAN
GOPHER RESOURCE
685 YANKEE DOODLE RD
EAGAN, MN 55121

January 24, 2018

Date

D. Helget, Designated Agent of NLRB

Name

/s/D. Helget

Signature

From: [Green, Nira A.](#)
To: ["Katrina Joseph"; "criley@teamsterslocal120.org"](#)
Subject: RE: Gopher Resource, LLC; 18-CA-213460
Date: Monday, February 12, 2018 12:30:00 PM

Chris and Katrina,

I am the Board Agent that has been assigned to continue the investigation in the above-captioned case. I am following up on the January 30, 2018, email that was sent out by Abby Schneider. I do not have a notice of appearance on file for Katrina, nor do I see any evidence was submitted.

Please contact me at the phone number below, by close of business today, February 12, 2018, to schedule a time for the Union to provide affidavits.

Katrina – if you are representing the Union, please file a notice of appearance by close of business today. If the NOA is not filed you will be removed from any further communication.

If you have any questions, do not hesitate to contact me.

Respectfully,

Nira A. Green (knee-ruh)
Field Examiner
National Labor Relations Board – Region 18
NEW PHONE NUMBER
Office: 952-703-2880
Fax: 612-348-1785
Email: Nira.Green@nrlrb.gov

From: Schneider, Abby E.
Sent: Tuesday, January 30, 2018 11:02 AM
To: 'Katrina Joseph' <kjoseph@teamsterslocal120.org>; 'criley@teamsterslocal120.org' <criley@teamsterslocal120.org>
Subject: RE: Gopher Resource, LLC; 18-CA-213460
Importance: High

Chris and Katrina,

I am writing to follow up on voicemails I left for each of you this morning regarding the above-captioned charge. Chris, as you know from our telephone conversations last week, and Katrina as you know from my voicemail and email last week (copied below), I have been assigned to investigate this charge. The charge was filed one week ago and I have yet to successfully schedule the Union's affidavit(s). As you know, it is our practice to require Charging Parties to submit their evidence within two weeks of filing a charge. Thus, if I do not have affidavits scheduled or evidence received by one

week from today, I will recommend that this charge be dismissed for lack of cooperation.

Katrina, if you are representing the Union for this matter, please submit a Notice of Appearance and contact me as soon as possible to schedule affidavits and present evidence in support of the allegations. I want to collect the Union's evidence before speaking with the alleged discriminatee.

Thank you.
Abby

Abby Schneider, Attorney

National Labor Relations Board Region 18
212 Third Avenue South, Suite 200
Minneapolis, MN 55401
952-703-2888 (direct)
612-348-1785 (fax)

From: Schneider, Abby E.
Sent: Friday, January 26, 2018 11:10 AM
To: 'Katrina Joseph' <kjoseph@teamsterslocal120.org>
Subject: Gopher Resource, LLC; 18-CA-213460

Katrina,
I have been assigned to investigate the above-captioned charge. When I called Charging Party Chris Riley yesterday, he said you would be representing the Union. Attached, please find a Notice of Appearance for you to complete.
I would like to have [REDACTED] provide an affidavit as soon as possible. I have time on Tuesday, January 30 either between 9:30 and 1 or 3 and 4. Would that work for you and [REDACTED]?

Thank you,
Abby

Abby Schneider, Attorney

National Labor Relations Board Region 18
212 Third Avenue South, Suite 200
Minneapolis, MN 55401
952-703-2888 (direct)
612-348-1785 (fax)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Gopher Resource, LLC

and

International Brotherhood of Teamsters Local Union No.
120

CASE 18-CA-213460

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Gopher Resource, LLC

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Richard W. Pins, Matthew C. Tews, Stinson Leonard Street

MAILING ADDRESS: 50 South 6th Street, Suite 2600, Minneapolis, MN 55402

E-MAIL ADDRESS: rick.pins@stinson.com; matthew.tews@stinson.com

OFFICE TELEPHONE NUMBER: 612-335-7007; 612-335-1520

CELL PHONE NUMBER: 612-965-1804; 651-470-0153 FAX: 612-335-1657

SIGNATURE: 

DATE: 1/31/18

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

From: (b) (6), (b) (7)(C), (b) (7)(D)
To: [Green, Nira A.](#)
Subject: Re: Case 18-CA-213460 (Gopher Resources, LLC)
Date: Monday, February 12, 2018 4:50:50 PM
Attachments: [image001.gif](#)
[GR_Local 120 CBA 12.01.17-11.30.20 DRAFT - Clean Copy\[1\].doc](#)
[gopher.msg](#)
(b) (6), (b) (7)(C)

Hello,

Here is the information we discussed.

The union is not currently represented by counsel for this case.

Thanks, (b) (6), (b) (7)(C), (b) (7)(D)

(b) (6), (b) (7)(C), (b) (7)(D)

Teamsters Local 120

9422 Ulysses St. NE #120

Blaine, MN 55434

Cell: (b) (6), (b) (7)(C), (b) (7)(D)

Office: (b) (6), (b) (7)(C), (b) (7)(D)

Main Hall: 763-267-6120

Fax: 763-267-6121

Toll Free: 1-877-832-6787

Dues questions: 763-267-6143

(b) (6), (b) (7)@teamsterslocal120.org

From: "Green, Nira A." <Nira.Green@nrlrb.gov>

Date: Monday, February 12, 2018 at 3:13 PM

To: (b) (6), (b) (7)(C), (b) (7)(D) <@teamsterslocal120.org>

Subject: Case 18-CA-213460 (Gopher Resources, LLC)

(b) (6), (b) (7)(C), (b) (7)(D)

Pursuant our phone conversation, I have you scheduled to meet on Thursday, February 15, at 9:00 a.m.

As we discussed you will be submitting a copy of the prior and current CBA (in draft form). Additionally, I will need a copy of the grievance related to this charge. (This information will need to be submitted by close of business today)

Please confirm that you stated the Union is not represented by counsel for the above-caption case.

If you have any questions do not hesitate to contact me.

Respectfully,

Nira A. Green (knee-ruh)

Field Examiner

National Labor Relations Board – Region 18

*****NEW PHONE NUMBER*****

Office: 952-703-2880

Fax: 612-348-1785

Email: Nira.Green@nlrb.gov

AGREEMENT

between

GOPHER RESOURCE

and

TEAMSTERS LOCAL 120

**Affiliated with the
International Brotherhood of Teamsters**

December 1, 2017 through November 30, 2020

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WORKING AGREEMENT

This Agreement made and entered into by and between GOPHER RESOURCE (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL UNION NO. 120, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union"), shall be binding upon the parties as hereinafter provided.

ARTICLE 1 - UNION SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

Section 2. All present employees who are members of the Union on the effective date of this Agreement, or on the date of execution of the Agreement, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired thereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this Agreement, whichever is later.

Section 3. A newly hired employee or a former employee who is rehired shall be a probationary employee for his/her first ninety (90) full working days of employment. During the ninety (90) full working day period, employee must perform normal plant duties at full capacity. A maintenance employee shall be a probationary employee for his/her first one hundred and twenty (120) full working days of employment. If the employee is terminated at any time during this probationary period, such termination shall not be considered as a subject of a grievance nor become the subject of a dispute with the union.

Section 4. The Employer will deduct Union dues and initiation fees from those employees who have signed legal authorization cards, authorizing such deduction and the Employer will remit such deducted Union dues and initiation fees promptly to the Union after receiving a statement of amounts owing from the Union. The Employer will not be held responsible for the accuracy of the Union's statement of deductions nor is the Employer to be held responsible for any employee concerns arising from mistakes concerning money taken from the employee paycheck based on the statement deductions provided by the union.

Section 5. D.R.I.V.E.: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E.. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck.

ARTICLE 2 - JOB STEWARD

The Employer recognizes the right of the Union to designate a Job Steward to handle such Union business as may from time to time be delegated to the Job Steward by the Union Executive Board, and which will not interfere with his/her duties as an employee.

ARTICLE 3 - ABSENCE

Section 1. TIME OFF FOR UNION ACTIVITIES: The Employer agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business. The Union Agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

All time off for Union business will require no less than a 24-hour notice and will be considered a full day unless specially identified by the Union and agreed to by the Company. If the Union's request for time off is offered on a Saturday, Sunday, and/or contractual holiday, the employee will notify his/her supervisor/manager in addition to the notification being processed through Human Resources per usual.

Section 2. LEAVE OF ABSENCE: Any employee desiring a leave of absence from his/her employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be thirty (30) days and may be extended for like periods. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. The Union and the Company will discuss leave of absence requests when there is a discrepancy of approval.

ARTICLE 4 - SENIORITY

Section 1. Seniority is continuous service with the Employer and can be broken only by discharge, voluntary quit, layoff of more than eighteen (18) months, failure to report after recall as specified below, or failure to report at termination of leave of absence or personal injury absence of twenty-four (24) months excluding any employee out due to personal injury prior to the ratification of this contract.

Section 2. In all events and for all purposes, it is the responsibility of each employee to maintain current telephone number(s), address, and emergency contact information in the HRIS system.

Section 3. For the purposes of layoffs and work reduction, there shall be three (3) departments: 1) Production, 2) Maintenance, 3) Recycling Zone.

In the event of a layoff, the Company will first ask for volunteers (by contacting the employees in person or by telephone) by seniority within the department, and then revert to last person hired within the department as first person laid off within the department, unless the junior employee is either uniquely qualified for the position at issue or critical to plant operations, in which case that employee will be kept in favor of the next most junior employee within the department. In all cases, layoffs and seniority will be determined by department, with the understanding that, for purposes of this Article 4, there shall be three (3) departments, (1) Production, (2) Maintenance, (3) Recycling Zone.

When employees are recalled, the employee or employees with the most seniority shall be recalled. An employee or employees so recalled shall be notified by registered letter verified by a delivery receipt delivered to the employee's address. The employee must notify the Employer within three (3) days of their intention to report for work. Failure to so notify shall be equivalent to refusal. The employee must report within one (1) week after receipt of the notice unless a longer time is mutually agreed upon. While waiting for the recalled employee to report, the Employer may use an employee with less seniority.

Section 4. Layoff notices will be issued as soon as possible. Usually one week's notice will be given except in cases of emergencies or major mechanical or other breakdowns.

Section 5. Inability to work because of proven sickness or personal injury shall not result in the loss of seniority rights for employees who have accrued more than one year of seniority. Employees with less than one year of seniority, at the inception of the lost time, shall not gain seniority after thirty (30) consecutive lost days until their first day back to work. The Employer is under no obligation to provide work to an employee who is unable to perform his/her normal duties because of a sickness or personal injury.

Section 6. Seniority list is to be posted in the Plant in three (3) places every thirty (30) days with a copy to the Union.

Section 7. In the event that two (2) or more employees are hired on the same day, seniority shall be determined as follows: Effective December 1, 1989 employee's numbers shall rule.

ARTICLE 5 - MAINTENANCE OF STANDARDS

Section 1. PROTECTION OF CONDITIONS: The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. However, any past gifts, bonuses, or other gratuities shall not be included in the terms "general working conditions."

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

Section 2. EXTRA CONTRACT AGREEMENTS: The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 3. MANAGEMENT RIGHTS: Unless specifically provided elsewhere in this agreement, the employer retains all the rights and functions of management that it has by law. As long as the action of the Company does not violate any specific provision of this Agreement, the Company shall have the right, by law, to:

- a) Determine (1) layout and equipment to be used in the business; and (2) the processes, techniques, methods, and means of providing services;
- b) Determine and enforce reasonable rules and regulations, make reasonable changes to such rules and regulations, and enforce such changes.

Section 4. SEVERABILITY CLAUSE: Should any part or provision of this Agreement be rendered or declared illegal by reason of any existing, or subsequently enacted, legislation or by any decree of a court of competent jurisdiction or authorized governmental agency, such invalidation or such part or provision shall not invalidate the remainder thereof. In such event, the parties shall meet and endeavor to agree upon a substitute provision.

ARTICLE 6 - GRIEVANCE & METHOD OF SETTLING DISPUTES

Section 1. Grievances concerning interpretations of the provisions of this Agreement shall be settled as follows:

- FIRST STEP: Between the employee and his/her immediate supervisor. This must be initiated by the employee within five (5) working days, from the day that the facts of the grievance arose or knowledge thereof. If no settlement is reached within two (2) working days, the second step shall be:
- SECOND STEP: Between the employee, the job steward, and an immediate supervisor and/or a Human Resources representative. If no settlement is reached within three (3) working days, the grievance shall be presented in written form for a meeting, and the third step shall be:
- THIRD STEP: Between the employee, the job steward, the business agent of the Union, and a Human Resources representative. This third step meeting shall take place within twenty (20) days of the written grievance being filed, unless mutually agreed to extend. If no settlement is reached within five (5) working days, the fourth step shall be:
- FOURTH STEP: In the event a satisfactory settlement is not reached between the Union and the Employer, the grievance shall be submitted to the Joint Grievance Committee. The Union and Employer signed to this agreement shall each select a representative from their own organization with sufficient authority to objectively represent the parties in pursuit of a resolution to the matter. The Joint Committee decision shall be final and binding on both parties. These meetings will take place at the company. At any time, either party will have the right to skip this step and proceed to arbitration. In the event of a deadlock, then the grievance shall be handled according to the arbitration procedure outlined in this agreement.

Section 2. Should the Union and the Employer members of the Board of Arbitration be unable to agree upon the neutral member within five (5) days, they shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) names from which the neutral members shall be chosen by the process of elimination with the toss of a coin to determine which side strikes off the first name.

Section 3. The Union and the Employer shall pay their own expenses in the settlement of grievances except that the fee for the neutral member of the arbitration panel and any cost to make the hearing a matter of record shall be paid equally by the Union and the Employer.

Section 4. Discharge grievances may be taken immediately to the Third Step. Grievances of this nature must be submitted in writing to the Human Resources Manager within five (5) working days of occurrence.

Section 5. Grievances submitted past the time limits listed in the First Step and in Section 4 will not be considered as valid grievances.

Section 6. Following the 3rd step and 4th step hearings, if no appeal is taken by the union within fifteen (15) calendar days, the answer made by the Company at that step is final and binding.

ARTICLE 7 – DISCIPLINE & DISCHARGE

Section 1. The Employer shall not discharge any employee without just cause, and shall give at least one (1) warning notice of the complaint against such employee, in writing, and a copy of same to the Union, except that no warning notice need be given to an employee before he/she is discharged, if the cause of such discharge is dishonesty, intoxication, chemical impairment or being under the influence of any illegal substance, or recklessness which may result in serious accident while on duty, or major violation of Employer's Rules which do not conflict with the terms of this Agreement.

Section 2. Warnings shall remain in effect for a period of twelve (12) months. Each new warning, regardless of level, restarts the twelve-month time clock, meaning that that specific warning does not drop off or drop back in level or severity for an entire twelve-month period. Final warnings issued for violation of the drug & alcohol policy shall remain in effect indefinitely.

Section 3. Discharge must be by written notice to the employee, with a copy to the Union.

Section 4. An Employee placed on administrative leave without pay in order to conduct an investigation will be paid for shifts missed in excess of five. Should the employee not be issued a suspension, he/she will be reimbursed for any missed time. If a suspension in excess of five days is issued, it will be served subsequently.

ARTICLE 8 - PROTECTION OF RIGHTS - PICKET LINE

Other than as set forth in Article 25 of this Agreement, no employee covered by this agreement can be forced by use of discharge or discipline to cross any lawful picket line.

Section 1. No Lockout. The Employer agrees that so long as this Agreement is in effect there shall be no lockout.

ARTICLE 9

Left blank intentionally.

ARTICLE 10 - PHYSICAL EXAMINATIONS

Section 1. Physical, mental, or other examinations, which are requested by the Employer, shall be promptly complied with by all employees. The Employer shall pay for such examinations. Examinations are defined as all physical exams and consultations that the Employer requires to be taken off the premises.

The employer will reimburse one (1) hour of an employee's time at time and one half (1.5) their straight hourly rate of pay for those employees who take examinations off the premises on their own time.

Section 2. All employees must submit to a blood check every sixty (60) days, with the following exception:

At the discretion of the Health & Safety Manager, employees on MRP status or who maintain a blood lead level within 5 points of the OSHA return to work level shall be tested monthly in their first six months of employment.

Section 3. If a referral to a personal physician for non-work related personal illness/medical issue is made, the employee is responsible for any expenses associated with the necessary follow-up with their personal physician.

ARTICLE 11 - BREAK TIME, WASH UP TIME, PERSONAL APPEARANCE

Section 1.

- a) Each employee covered by this Agreement whose normally scheduled shift is eight (8) hours, will be entitled to two (2) fifteen (15) minute coffee breaks and one (1) thirty (30) minute lunch break or two (2) thirty-five (35) minute breaks for each full work day. The first break shall be sometime after the first ninety (90) minutes of the work shift and the last break is to be started before the final sixty (60) minutes of the work shift. The break time as shown includes time for break preparation and preparation for return to work (TITO). Employees must punch in and back out for all breaks.
- b) Employees whose normally scheduled shift is ten (10) hours in length will be entitled to two (2) twenty (20) minute coffee breaks and one (1) thirty (30) minute lunch break. All breaks are subject to the same restrictions as shown in Paragraph a.
- c) All coffee breaks shall be paid breaks. Lunch breaks are paid as time for preparation for work and shower/wash-up time.
- d) Employees who work six (6) or less hours of their shift shall be entitled only to their lunch break. This also applies to overtime where employees work six (6) or less hours.
- e) Shifts shall be a minimum of eight (8) hours in length and a maximum of ten (10) hours in length.

Section 2. The Employer will supply employees with a jacket similar to what the supervisors now wear and will have these jackets laundered for the employees. If the wearing of any other work clothing is a condition of employment, such clothing will be furnished free of charge by the Employer.

ARTICLE 12 – WORKERS COMPENSATION CLAIMS

The Employer agrees to cooperate toward the prompt settlement of employees on the job injury claims when such claims filed. The employee must report any time off required due to the injury within 24 hours of when employee is notified of such requirement.

ARTICLE 13 - MILITARY CLAUSE

The Employer shall comply with any legal provisions as set forth in USERRA.

ARTICLE 14 - PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than one weeks' pay shall be held on an employee unless mutually agreed to. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE 15 - CALL IN TIME

Section 1. Employees called to work shall be guaranteed four (4) hours pay at the hourly rate specified in this Agreement.

Section 2. Any employee who reports for work, not having been notified not to report, shall be guaranteed four (4) hours pay.

ARTICLE 16 - WAGES AND HOURS

Section 1. HOURS: The workweek shall start at 12:01 A.M. Monday and end at 12:00 Midnight on Sunday.

The workweek shall be forty (40) hours per week. An employee shall be paid time and one half times (1 ½) their hourly rate for all hours after eight (8) in a day or ten (10) hours in day depending on the employees normally scheduled shift. One and one-half times (1.5) their hourly rate for all hours over 40 worked on a sixth (6th) consecutive day, and two times (2X) their normal hourly rate for all hours worked on the seventh (7th) consecutive day. There shall be no pyramiding of overtime; meaning that the same hours shall not be counted twice toward overtime.

Section 2. WAGES:

<u>Classifications</u>	<u>Effective</u>		
	<u>12/01/17</u>	<u>12/01/18</u>	<u>12/01/19</u>
Group #1 - General Maintenance	\$25.96	\$26.84	\$27.65
Group #2 - Shipping/Receiving	\$25.96	\$26.84	\$27.65
Group #3 - Furnace Operator	\$25.96	\$26.84	\$27.65
Group #4 - Refining Operator	\$25.96	\$26.84	\$27.65
Group #5 - Plant Labor	\$25.33	\$26.19	\$26.97
Group #6 - RMPC	\$25.96	\$26.84	\$27.65

The Company will post on the Company intranet the job descriptions with revision dates.

Full-time employees will be moved to operator pay following a maximum of 18 months consecutive service unless the employee signs documentation stating he/she does not want the training and/or signs documentation requesting training be slowed down. Employees that have completed necessary operator level training will be held accountable to operator level performance and will receive operator pay.

LEAD PERSONS, effective December 1, 2017, are to be paid one dollar and fifty cents (\$1.50) more than the rate specified for the job being performed. This will pertain to the fourteen (14) lead person positions listed below. This rate is the minimum for employees with at least one (1) year of seniority. The Employer reserves the right to select lead persons according to its described criteria, and will make said criteria known to the local Union. GR will post the job description for lead person position on the Company intranet.

Six (6)	Furnace Lead persons	(one (1) per shift)
Six (6)	Refining Lead persons	(one (1) per shift)
Two (2)	RMPC Lead persons	

In the event that an employee has a concern with the technical or interpersonal approach of a lead person he/she should report such concern to a supervisor or human resources representative. GR will work with lead person(s) to remedy such concerns first and foremost through training. The constructive feedback, instructions, and possible disciplinary steps associated with the concern(s) brought forth will be privileged information with the exception of any disciplinary write-ups which are shared with Teamsters Local 120. If the majority of the people that the lead person oversees file complaints with Human Resources in a six (6) month period a sit down meeting with the Company, union steward(s), business agent, and lead person would be conducted at the Company. Lead persons are not subject to this standard in their first year in the lead person role.

STARTING RATE: New employees will start at \$2.00 under scale for 0-4 months and \$1.00 under for 5-12 months of employment.

SHIFT DIFFERENTIAL:

Day Shift – Employees who have the majority (equal to or greater than half) of their normally scheduled hours between 7:00 a.m. and 3:00 p.m.

Afternoon Shift – Employees who have the majority (equal to or greater than half) of their normally scheduled hours between 3:00 p.m. and 11:00 p.m.

Midnight Shift – Employees who have the majority (equal to or greater than half) of their normally scheduled hours between 11:00 p.m. and 7:00 a.m.

As of 12/1/00:

Afternoon Shift:	thirty-five cents (\$.35) per hour
Midnight Shift:	fifty cents (\$.50) per hour

Section 3. BONUSES: All *eligible, regular full-time employees who have completed a minimum 1530 hours by October 31 of that year, shall receive a bonus of up to 6% of their earnings for that period. In the event of a long-term illness or long-term personal injury, the minimum hour's requirement will be adjusted to reflect the same.

The Company will use its best effort to pay the bonuses by November 15; if unable, the Company will pay by the first pay period in December of each year.

Employees' bonus payments can be reduced, for each of the following occurrences. Management, at its sole discretion, may waive any percentage reduction.

- 2 percentage points for 6 or more attendance points on his/her record October 31 of current year.
- 3 percentage points for 8 or more attendance points on his/her record October 31 of current year.
- 1 percentage point for each Final Performance Warning/Suspension notice issued to employee between January 1 and October 31 of current year.

In no case can the cumulative reductions equal more than 3% points in any one year.

* To be eligible for the bonus described in Section 3, employee must be on the Company payroll prior to the ratification of this contract (February 15, 2013). Any employees hired after the ratification of this contract are eligible to participate in the bonus program January 1 following his/her five year anniversary at a level of up to 3% of earnings. Each January 1 following, employee's eligibility will increase by 1% up to a maximum eligibility of 6%.

Section 4. COST OF LIVING ALLOWANCE: 3% COLA provisions of this Agreement will not be in effect for the duration on this Agreement.

Section 5. CASUAL OR TEMPORARY EMPLOYEES: No casual or temporary employees will be hired while any of the regular employees are laid off.

Section 6. OVERTIME: An overtime list for each day of the week can be utilized. Employees may sign up for overtime at any time. Supervisors may begin making phone calls from the sign-up list no more than 48 hours in advance (72 hours in advance to fill Monday shifts in RMPC, Shipping and Receiving, and Maintenance), and overtime will be distributed on a first-contact basis. If an employee signs the overtime list after the supervisor has begun making calls to fill the overtime, the employee is not entitled to the overtime.

Most senior employee on the electronic overtime application is to be called first for the overtime as stated below. If the signup application is exhausted then calls are made from the master seniority list. If an employee turns down overtime on 3 occasions with sixteen (16) hours or more of notice, he/she will be moved to the bottom of the seniority list on the overtime signup list for the remainder of the quarter.

In all cases, the overtime will be given to the most senior, qualified person. In the case where there are no personnel signing the overtime sheet, the supervisor will follow the existing steps for distributing overtime. Employees are not to work more than sixteen (16) hours in a continuous twenty-four (24) hour period.

If the overtime is known about at least two (2) hours in advance then overtime is offered to the most senior employee willing to work overtime hours that need to be covered. If the overtime is not known about two (2) hours in advance then the first four (4) hours are offered to the most senior employee on the shift before the needed overtime and the second four (4) hours would be offered to the most senior employee electing to work four (4) hours.

Management will make every reasonable effort to contact employees for overtime. Overtime will be distributed on a first contact basis.

In all above cases employees must be capable and qualified to perform the work available.

In all events and for all purposes, it is the responsibility of each employee to maintain current telephone number(s) and address information with the Human Resource department. Employees who do not want to be called for overtime must sign a waiver with the Human Resources department. The waiver may be withdrawn by the employee at any time.

OVERTIME KNOWN ABOUT MORE THAN 2 HOURS IN ADVANCE

If the supervisor needs 8 hours overtime and knows about the overtime need 2 hours or more in advance, he will go to the most senior employee that has elected to work 8 hours of OT.

Employee must be ready, available, qualified, and willing to work the full 8 hours. If an employee has a conflict with his/her regularly scheduled shift and the timing of the 8 hours of OT then he/she is not ready and available to work the full 8 hours of OT (example, there is an overlap of the regular shift and the 8 hours of OT) which would require the supervisor to go to the next senior employee.

If the supervisor needs 4 hours overtime and knows about the overtime need 2 hours or more in advance, he/she will go to the most senior employee that has elected to work 4 hours of OT.

Employee must be ready, available, qualified, and willing to work the full 4 hours. If an Employee has a conflict with his/her regularly scheduled shift and the timing of the 4 hours of OT then he/she is not ready and available to work the full 4 hours of OT (example: there is an overlap of the regular shift and the 4 hours of OT) which would require the supervisor to go to the next most senior employee.

OVERTIME KNOWN ABOUT LESS THAN 2 HOURS IN ADVANCE

If the supervisor needs overtime and knows about the overtime need less than 2 hours or more in advance, he will 1) go to the most senior employee on the signup sheet and on shift before the needed OT and then; 2) go to the most senior employee electing to work 4 hours on the signup sheet for the final 4 hours regardless of if they are off for the day as long as the employee is ready, available, qualified, and willing to work (If applicable - meaning there is a need for an additional 4 hours.)

AGREEMENT TO WORK OVERTIME

If an employee agrees to work overtime and then does not show up for the work agreed to or does not call more than two hours (120 minutes) prior to the start of the overtime scheduled, the employee will be charged with an absence and a no call occurrence.

EMPLOYEE(S) ARE NOT TO WORK MORE THAN 16 HOURS IN A CONTINUOUS 24-HOUR PERIOD

Employees are responsible for tracking their hours of work on a daily basis. Employees who violate this contractual agreement will be subject to the following disciplinary steps:

Moderate Infraction

Infraction of the following rule may result in:

- | | |
|-----------------|---|
| First Offense: | Verbal Warning will be issued in writing |
| Second Offense: | Written Warning #1 |
| Third Offense: | Written Warning #2 and up to three (3) day suspension |
| Fourth Offense: | Written Warning #3 |
| | This warning will result in termination of employment |

All moderate infraction warnings will be placed in the employee's personnel file, a copy given to the employee, and a copy sent to the Union. Moderate infraction warnings will remain in effect for a period of one (1) year from date of issue.

MANDATORY OVERTIME

In the event no one volunteers for overtime and time does not permit the calling in of off duty employees, the Employer will assign mandatory overtime by reverse shift seniority starting with the person with the least seniority. The Employer will give a minimum of one (1) hour notice for mandatory overtime.

If a sixth (6th) day is necessary, for one shift or all shifts, and is known about more than five (5) days in advance, the Employer shall schedule employees for the sixth (6th) day by:

- a) Posting a blank schedule for employees to volunteer. Seniority and ability to perform the work will rule if there are too many volunteers.
- b) If there are not enough volunteers 72 hours prior to the day being scheduled; the least senior qualified employees on the required shift/shifts shall be required to work the overtime.
- c) Employees working on a sixth (6th) day shall be paid time and one half (1 ½) for all hours worked only after they complete forty (40) hours of work within that work week.

No employee will be required to perform more than four (4) hours of mandatory overtime in each pay period with a maximum of eight (8) hours in a four (4) week period. Each employee will be granted one (1) excused mandatory overtime in each four (4) week period.

Section 7. TEMPORARY ASSIGNMENTS, ASSIGNMENT CHANGES: An employee assigned to a new job shall receive training until the Employer accepts the employee as qualified to do the job for a maximum of twelve (12) months.

When an employee signs a temporary posting and is assigned to such job, he/she will be notified and offered a retreat option to his/her previously held position prior to the Company posting his/her previously held position to be filled by another.

If the Company is informed in writing via a medical physician that an employee will be absent for sixty (60) days or more, a temporary posting will be hung for the employee's position.

Following 60 days from assignment, temporary positions will be posted for bid.

When an employee is required to work temporarily in a lower paid classification, the employee shall not receive a cut in wages for those hours worked.

When an employee is required to work temporarily in a higher paid classification, the employee shall receive the wage rate established for that classification for the period such work is performed.

When movement from an employee's assigned department is required to support another department the senior qualified employee will have first choice to move. If the employee chooses not to move the junior qualified employee must move.

Section 8. SHIFT CHANGE - DAYS OFF: Employees normally shall receive two (2) consecutive days off, except in a work week where a shift change takes place or where an employee initiates a shift change. Days off for employee who fills in for employee granted a day change shall be at the Employer's discretion and the Employer will not be required to pay 6th day pay or 7th day pay to the employee granted the day change or the employee who covers the granted day change.

Section 9. BIDDING: When a regular vacancy occurs within a job classification, the Employer will post the opening for bid for a period of seven (7) days and the successful bidder will be assigned to fill the opening within fifteen (15) calendar days. The successful bidder assigned to fill the opening can, within the first ten (10) calendar days of starting at the position or shift, retreat from the position to his/her original position, and the Employer will accommodate this request within fifteen (15) calendar days. Employees may accept and/or retreat no more than two (2) times in a continuous twelve (12) month period. If two (2) or more employees apply for the position, consideration will be given to their classifications and length of service. If qualifications are substantially equal, preference will be given to the employee having the greater seniority.

After posting a position, the Employer need not post the same position for forty-five (45) days from the date the posting was removed.

If the Company eliminates a job, no less than a thirty (30) day notice will be provided to the employee(s) impacted.

The Employer agrees in principle that successful bidders, with more than five (5) years' seniority, can pick their days off after three (3) months from the date they start a new job, provided it is practical or possible without impairing the efficiency of the work or the operation of the facility and the person they are replacing has a minimum of one (1) year seniority in the same job classification.

Section 10. LEFT BLANK INTENTIONALLY

Section 11. ROTATION OF JOBS: Rotate qualified employees a minimum of every four hours in the refining casting and furnace operator/laborer positions excluding kettle operator/laborer, blast, and reverb chargers. Upon request, qualified employees in excluded position(s) will be placed in rotation as production permits.

Employees in bidded positions within RMPC and Shipping/Receiving can, by seniority, select the assignment within his/her bidded department. Within a time period of two (2) calendar months, up to seven days will be utilized for rotation.

Employees will be held to the same level of accountability to his/her performance regardless of if the employee is in his/her selected assignment and/or during rotation.

For purposes of overtime and in the event a business need prevails, the Company has discretion in designating assignments for both RMPC and Shipping/Receiving.

Section 12. The supervisor will only do work when there is an employee who does not show up for work on scheduled shift time and only until a replacement has reported for work. Plant supervisors are not included in the Union.

Section 13. SICK DAYS: An employee shall be credited with one (1) day of sick pay on his/her second (2nd) anniversary date. Following an employee's second (2nd) anniversary, he/she shall be credited with one (1) day of sick pay on January 1st and one (1) day of sick pay on April 1st. Each subsequent anniversary date, January 1st, and April 1st, an employee will be credited with his/her sick days.

Accumulated sick pay will be paid upon retirement or termination with two (2) weeks' notice, unless the employee has greater than ten (10) years seniority, then accumulated sick pay will be paid at end of employment for any reason.

Employees must call in a minimum of sixty (60) minutes before the start of their shift to report a sick day.

Employees shall be able to accumulate up to three hundred (300) hours of sick pay during their employment.

Sick pay shall be paid at the rate of eight (8) hours per sick day. Employees assigned to a regular schedule of ten (10) hours will be paid at the rate of ten (10) hours per sick day.

One time per calendar year, an employee may utilize one (1) of his/her available sick days by calling in up to thirty (30) minutes prior to the start of his/her shift and requesting the sick day.

Section 14. LONGEVITY PAY: Employees reaching their fifth anniversary date after December 1, 1995 shall receive a five cent (\$.05) raise on their fifth anniversary, another five cent (\$.05) raise on their sixth anniversary date, and a final five cent (\$.05) raise on their seventh anniversary date.

ARTICLE 17 - ATTENDANCE POINTS SYSTEM

Section 1. PURPOSE: The primary intention of the accumulative attendance points system is to provide written guidelines within which an employee can miss a scheduled work day, for a personal illness or family emergency without the worry of losing employment. The attendance points system is not intended to provide days off to employees who decide, for whatever reason, not to come to work for a day or longer.

Section 2. OVERVIEW: Absent points will be charged for each scheduled day an employee is not present for all or part of the shift, including any overtime shift the employee agreed to work. The applicable number of attendance points (as defined in section 5) will be charged for each absence occurrence, tardy occurrence, early out occurrence, and no call no show occurrence.

Points accumulated for each occurrence will be eliminated from the employee's record twelve (12) months after the date of the occurrence, with the exception of ½ points issued for tardy and early-out occurrences, which expire after six (6) months. The accumulation of nine (9) or more attendance points in a continuous twelve (12) month period will result in termination of employment.

Section 3. NOTIFICATION: In the event that an employee is going to be absent or tardy, the employee is to call the supervisor line by the start of his/her assigned shift, but must make every effort to provide as much notice as possible. Employees must call in each day he/she will be absent/tardy, unless prearranged with a direct supervisor, manager, or the Human Resources department.

- Operations Supervisor Line: 651-405-2280
- Maintenance Supervisor Line: 651-405-2231

If an employee does not call the supervisor line to report a tardy by the start of his/her assigned shift and shows up to work more than fifteen (15) minutes late, and the supervisor has backfilled the position with overtime agreed to by another employee, the supervisor has the option to send the employee home without pay.

An employee may go to work up to three (3) hours past his/her scheduled start time even though an absent point (1 point) has been charged against them, as long as he/she notifies the supervisor of the tardy prior to the start of the shift. If an employee will be tardy in excess of three (3) hours, it will be to the discretion of the supervisor/manager based upon the needs of the business to determine if an employee can work the remainder of the shift.

Section 4. POINTS: For purposes of this section, "scheduled shift" includes any overtime shift the employee agreed to work.

2 points will be charged to an employee anytime the following occurs:

- Employee is absent from a scheduled shift without notification (No Call No Show)
- Employee calls to report an absence more than two (2) hours after the start of his/her shift.

1 point will be charged to an employee anytime the following occurs:

- Employee is absent from a scheduled shift, and follows proper notification process
- Employee is tardy and arrives less than two (2) hours late, but does not call the supervisor line to report the tardy prior to the start of his/her assigned shift.
- Employee misses more than two (2) hours of his/her scheduled shift (example: arriving late, excessive breaks, leaving early)

1/2 point will be charged to an employee anytime the following occurs:

- Employee is tardy and arrives less than two (2) hours late, and calls the supervisor line prior to the start of shift
- Employee leaves work early during the last two (2) hours of his/her assigned shift.

Exceptions: Absent points will not be charged in the following scenarios:

- Approved paid time off (vacation, floating holidays, birthday holiday)
- Obligations to the armed forces. Written documentation must be presented in advance of time off whenever possible.
- Leave under FMLA or other protected leave, must be applied for thirty (30) days in advance if the leave is foreseeable. Medical certification must be completed and returned with fifteen (15) days of the employee's receipt of the FMLA forms, unless the employee has a reasonable excuse for the delay.
- Leave under MN Parental Leave, requested no less than one (1) week in advance.
- Absences/ partial days off due to jury duty. Proper documentation must be presented prior to the day(s) of jury duty.
- Absences/ partial days off due to worker's compensation injury authorized by an HR or EHS representative.
- Unpaid leave time approved in advance by HR and Management
- Absences resulting from approved shift swaps as outlined in Article 14

Section 5. DISCIPLINE WARNINGS: It is the responsibility of the employee to track their current attendance point level. Warning slips will be issued in writing at the following intervals:

WARNING AND DISCIPLINARY STEPS

Verbal Warning	Will be issued in writing at 4 unexcused points
Written Warning	Will be issued in writing at 6 unexcused points
Final Written Warning	Will be issued in writing at 8 unexcused points
Termination	Will be issued in writing at 9 unexcused points

Section 6. MEDICAL WRAP: One time per year, an employee may seek to have consecutive days absent that do not fall under FMLA or other protected leave count as one (1) occurrence (for up to 10 days) only if all the days missed were due to an illness, a family emergency, or approved in advance by a member of management – medical documentation must be provided as requested by the HR department. Absent occurrences straddling an employee's normal off days will be counted individually except for the reasons listed in the previous sentence.

Section 7. ZERO POINTS REWARDS: Employees who accumulate zero points in a given quarter will be eligible to earn one (1) day of vacation (8/10 hours) according to his/her regularly scheduled shift, per quarter, allowing employees the potential to earn up to four (4) days of vacation in a given calendar year. The zero points reward is calculated on a quarterly basis and is applicable only to employees who have three (3) or fewer points on his/her record at the start of a new quarter.

- First Quarter: January to March – zero points = 1 day of vacation earned
- Second Quarter: April to June – zero points = 1 day of vacation earned
- Third Quarter: July to September – zero points = 1 day of vacation earned
- Fourth Quarter: October to December – zero points = 1 day of vacation earned

Employees who accumulate any points in a given quarter will disqualify themselves from being eligible for the zero points reward for that given quarter. Example: January to March – 1 point accumulated = 0 vacation earned. With one (1) point accumulated, the employee is eligible for the zero points reward at the start of the following quarter (April to June). Meaning, if zero points are accumulated April to June, the employee will earn one (1) day of vacation.

Earned vacation time will be posted/made available for utilization no later than the end of the first month following the previous quarter (i.e., January to March, posted and available no later than April 30; April to June, posted and available no later than July 31; July to September, posted and available no later than October 31; October to December, posted and available no later than January 31.) Earned vacation time through the zero point's rewards system is to be utilized in accordance with all applicable vacation policies and procedures. Article 17 will go into effect February 24, 2013.

ARTICLE 18 - VACATIONS

Section 1. Vacation period shall be from January 1 to December 31.

Section 2. Employees will be offered an attendance calendar listing any paid time off available beginning January 1 and no later than January 15 annually.

Section 3. Vacation requests submitted January 1 through January 31 will be processed on a first come first serve basis for time off requests during January 1 to January 31.

Vacation requests submitted by January 15 for time off between February 1 to December 31 will be included in the Seniority Vacation Bid, and will be awarded based on seniority. Requests submitted for the Seniority Vacation Bid will be processed no later than February 1 (when submitted by January 15) for the given calendar year.

Vacation requests submitted after January 15 for time off between February 1 to December 31 will be approved on a first come first serve basis.

Employee must utilize/take the approved paid time off requests (unless mutually agreed to by employee and company otherwise).

Vacation requests submitted by January 15 for vacation dates February 1 to December 31 will be subject to 1) a full week of vacation will take precedence over all other requests. During holiday weeks, a request for 4 vacation days constitutes a full week for those with a 5 day work week regular schedule and 3 vacation days for those with a 4 day work week regular schedule.

Company will permit no less than one (1) employee per department, per shift paid time off should the request adhere to the company time off procedures, and will permit no less than two (2) employees off per department, per shift for requests submitted in the Seniority Vacation Bid period.

Section 4. Vacation requests must be submitted no less than 48 hours prior to the desired time off unless supervisor agrees to less notice per business needs. . Employees working in RMPC, Shipping & Receiving, and Maintenance must submit vacation requests for Monday shifts no less than seventy-two (72) hours in advance. Request forms are to be submitted to the Human Resources department for approval unless the request for time off is submitted on a Friday, Saturday, and/or contractual holiday in which case the employee is to submit the request directly to his/her supervisor. In all cases vacation requests must include employees first and last name, desired dates of time off, and the date and time the form was completed. Employees will be granted time off on a first come first serve basis, seniority second (all other information being equal), as staffing and operations permits, and in coordination with section 3.

Section 5. A weeks' vacation with pay shall be based on a regular straight time rate of pay for forty (40) hours. There shall be no reduction in the employee's regular take home pay during approved vacations.

Section 6. Employees must take vacation to receive vacation pay. Effective calendar year 2014, employees may carry over a maximum of eighty (80) hours of vacation time from calendar year to calendar year.

Section 7. Should a holiday occur during an employee's vacation period the employees shall receive an extra days' pay or an extra days' vacation with pay.

Section 8. After each calendar year is completed, the employee must have worked 86.54% of their scheduled hours during the completed calendar year or must have worked 1800 or more scheduled hours during the completed calendar year in order to receive full vacation eligibility for the calendar year completed. Employees who were sick on a reported long-term illness or reported long-term personal injury and do not meet the stated requirements above will be given a prorated vacation based upon the time worked during the calendar year.

Section 9. Vacations must be taken before layoffs will be effective unless the employee has only two weeks or less of vacation left for the year.

Section 10. Employees are eligible for their first vacation time after January 1st of the calendar year following their hire date. If an employee quits or is discharged within the first calendar year of employment and before January 1st, they shall not be eligible for any vacation eligibility.

Section 11. An employee's first vacation shall be computed as follows: For every month or fraction of a month worked (must be employed at least 10 calendar days of the month) through December 31st of the initial year of hire, the employee will receive 1/2 day vacation with pay but not to exceed 5 total days to be taken in the calendar year following the year of hire.

Section 12. Additional vacation eligibility shall be determined as follows: If an employee works continuously each calendar year after the initial January 1st vacation eligibility date, the employee shall be eligible for 80 hours of vacation with pay January 1st of each calendar year until the beginning of the calendar year in which their 5th year of seniority is reached. January 1st of the 5th seniority year the employee shall be eligible for 120 hours of vacation with pay for every calendar year until January 1st of the employee's 15th seniority year. January 1st of the 15th seniority year the employee shall be eligible for 160 hours of vacation with pay for every year until January 1st of the employee's 25th seniority year. January 1st of the 25th seniority year the employee shall be eligible for 200 hours of vacation with pay. 200 hours is the maximum vacation eligibility available.

Section 13. If an employee terminates employment with the Employer their total eligible vacation time during their entire term of service will be compared against the schedule below. If there are any differences between the amount of vacation taken and the amount of vacation earned (per the following schedule) the difference will be paid to the employee, if owed, or to the Employer, if owed, at the appropriate rate dependent upon their years in service.

<u>YEARS OF SERVICE</u>	<u>DAYS EARNED</u>	<u>RATE OF REIMBURSEMENT</u>
1 Year of service	40 total hours	4 or 5 hours per month not to exceed 40 total hours.
2 Years thru 4 years	80 total hours	8 or 10 hours per month not to exceed 80 total hours.
5 Years thru 14 years	120 total hours	12 hours per month not to exceed 120 total hours.
15 Years thru 24 years	160 total hours	16 hours per month not to exceed 160 total hours.
25 Years thru Retirement	200 total hours	20 hours per month not to exceed 200 total hours.

ARTICLE 19 - HOLIDAYS

Section 1. All employees who have completed their probationary period and who worked the regularly scheduled work day immediately preceding and the regularly scheduled work day immediately following the below listed holidays shall receive eight (8)/ten (10) hours' pay at the regular straight time hourly rate for said holiday providing they do not work on the holiday.

Employees who are scheduled for a holiday and are absent on the holiday shall forfeit holiday pay. Attendance of the regularly scheduled work day/shift before and after the holiday must be in adherence with the 120 minute/1 point attendance language/policy to qualify the employee for holiday pay. Meaning if an employee incurs 1 point per the absences section of the attendance points system, he/she will forfeit holiday pay unless the employee works on the holiday. If the employee works on the holiday and does not adhere to the 120 min/attendance policy, he/she will only receive holiday pay for the actual hours worked on the holiday.

Section 2. The holidays recognized by this Article shall be: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days celebrated as such, along with a Floating Holiday (available January 1 annually following his/her first partial year of employment) and Employee's Birthday, which must be scheduled either 15 days before or after employee's birthday. Upon completion of the introductory period, employee(s) will receive a Floating Holiday.

Overnight Shift Only - employees with a regularly scheduled shift of 11p to 7a/ 10p to 6a (ONLY) will recognize the Fourth of July holiday and the Thanksgiving Holiday starting the night of the holiday into the following day. Employees that are scheduled to work the Fourth of July holiday and/or the Thanksgiving holiday will be paid according to the contract. Employees that are not regularly scheduled 11p to 7a/ 10p to 6a that volunteer to work for the holiday (11p to 7a/10p to 6a) will be eligible for overtime payment per the contract (not holiday pay). No employee is able to pyramid

and/or receive holiday pay for more than the 8/10 hours he/she is eligible for per the contract.

If the overnight shift start and end times change, the Company and Union will revisit the above language in regard to the Thanksgiving holiday.

Section 3. Employees who work on any of the above mentioned holidays shall receive time and one half (1 ½) of their regular straight time hourly rate of pay for each hour worked in addition to the eight (8)/ten (10) hours straight time pay for the holiday, with the exception of their Floating Holiday and Birthday and in accordance with Article 19, Section 1.

Employees who work any of the contractual Holidays (not including floating or birthday holiday) will have the ability to exchange their holiday pay (8 or 10 hour regularly scheduled shift) for a vacation day at a future time. The vacation day(s) earned in exchange for holiday pay must be utilized in accordance with all applicable vacation policies and procedures. If an employee chooses this option he/she must give notice to Human Resources no less than 48 hours prior to the scheduled holiday.

Section 4. Holidays will be observed on the day they fall on unless stated otherwise in Section 2.

Section 5. Holiday work schedules will be set based upon;

- a) Volunteers - based on seniority and ability to perform necessary work. A blank holiday schedule will be posted a minimum of five (5) days before the holiday.

Employees may sign up for multiple shifts and are eligible by seniority, qualifications, and availability to be scheduled for up to two shifts, on all contractual holidays. Employees are not to work more than 16 hours in a continuous 24 hour period. Employees are subject to attendance expectations per contract and employer policy for any/all scheduled holiday shifts.

- b) If not enough qualified employees volunteer. The Employer will next add employees to the schedule who are normally scheduled for that day of the week and shift, starting with the least senior person and working up, unless specific qualifications are needed.

Lead persons are required to work on holidays, which occur on days they are scheduled for.

If a holiday falls on a lap day and both employees are scheduled for work, the employee with the most seniority has first option of taking the holiday off.

Employees assigned to a recurring schedule of 10 hours will be paid for 10 hours of time on their sick, vacation, birthday, floating holiday, and Company holidays in accordance with the paid time off policies.

ARTICLE 20 - HEALTH AND WELFARE

Section 1. Cafeteria plan of benefits will be provided for all full-time employees after sixty (60) days and first of the month from hire date. All employees will be eligible for health, dental, and short-term disability insurances within the cafeteria plan as well as other options as offered by the Company.

The Company will cover all increases up to 8% sharing equally any increase greater than 8% for employees that meet contractual qualifications for family level café dollars.

Employees that have reached their 5 year anniversary and qualify for family level benefits may bump up to the higher level café dollars. Beginning January 1, 2018, employees that qualify for family level benefits are eligible to receive 33% of the difference between family level and single level café dollars if they have reached their 3rd anniversary, 66% if they have reached their 4th anniversary, and full family level café dollars if they have reached their 5th anniversary.

Employees must be qualified for family level benefits at time of enrollment to be eligible for family level café dollars. Qualifying events following open enrollment will not be considered until the next annual open enrollment. Employees may only continue with higher level café dollars if they qualify (married/children).

The Company will increase the café dollars for single-level coverage by \$300.00 on January 1 each year for the duration of the Contract.

Section 2. The Employer is under no obligation to provide employees health benefits if the employee applies for these benefits outside of the probation period allowed for open enrollment, and the insurance company, due to a health history report, denies the employees application.

Section 3. When an employee is injured on the job and requires medical or hospital care, employee will be taken by someone to receive this care and employee will receive pay for the balance of the shift.

Section 4. The 401(k) plan matching will be up to 4% of the employee's salary. The Employer agrees to deposit both Company Funds and employee contributions on a monthly basis as long as the employee is contributing a total of \$25.00 per month. The Employee contributions will be processed pre-tax through payroll.

Section 5. SEVERANCE PAY: All employees with more than five (5) five full years of seniority on December 1, 1994 will be credited with two (2) days of severance on December 1, 1994.

An employee shall be credited with their initial two (2) days of severance pay on the December 1st following their fifth anniversary and an additional one (1) day on each subsequent December 1st until they have accumulated six (6) days of severance pay.

Accumulated severance will be paid upon retirement or termination with two (2) weeks' notice, unless the employee has greater than ten (10) years seniority, then accumulated severance pay will be paid at end of employment for any reason.

Severance pay shall be paid at the rate of eight (8) hours per severance day.

Section 6. Employees must use any/all unused and unscheduled vacation and paid sick days during any unpaid leave of absence days if available balances exist, unless mutually agreed to by the employee and the Company otherwise. Future time off that has already been scheduled and approved will be protected.

ARTICLE 21 - EMPLOYEE SAFETY AND HEALTH

Section 1. Attendance at safety and training meetings is required. All time will be compensated. The Company will provide a complete calendar with the dates and times of upcoming safety meetings prior to January 1 of each calendar year for the entire year. Calendar is subject to change per business demands; any changes will be noted on the posted calendar as soon as possible. Employer will offer more meetings on lap days in an effort to allow employees to attend safety and training meetings during their regularly scheduled shifts.

Section 2. Safety Equipment and protective clothing will be furnished to the employee and will be replaced on a "trade in basis" at no charge to the employee. This only applies to items returned which need replacement due to normal use.

ARTICLE 22 - FUNERAL LEAVE

In the event of death in an employee's immediate family, an employee who has twelve months or more of continuous service will be granted leave time with full pay for attending the funeral as follows:

- (a) In event of death of mother, father, spouse, child, stepparents or step child, up to three (3) days, starting with the day of or the day after the death if the days coincide with employee's scheduled work days.
- (b) In event of death of brother, sister, mother-in-law, father-in-law, aunt, or uncle, for the day of the funeral, if it coincides with one of the employee's scheduled days of work, and if employee attends the funeral.
- (c) In event the funeral for a brother or sister of an employee is held outside of a 100 mile radius of the Twin City Metropolitan Area, the employee shall be granted three (3) days, if it coincides with the employee's scheduled work days and if employee attends the funeral.
- (d) In the event of the death of a grandparent or grandchild of an employee one (1) day, for the day of the funeral, if it coincides with one of the employees scheduled days of work, and if the employee attends the funeral.
- (e) Employees are eligible for up to five (5) days unpaid leave at employee's discretion in all funeral leave cases listed. Employee must notify the Company in advance if he/she would like to utilize the extra day(s).

ARTICLE 23 - NON DISCRIMINATION

The Employer and the Union agree to continue to follow a policy of non-discrimination on the basis of race, color, religion, national origin, sex and sexual orientation or age, as set forth under Title VII of the Civil Rights Act of 1964.

ARTICLE 24 - JURY DUTY

The Employer will reimburse an employee who has worked for the Employer for two (2) years or more for the difference between the employee's normal earnings for the time absent because of jury service and the amount received for such jury service, on a showing that the employee has returned to work every day of such period when employee was excused from jury service on or before 12:00 noon, and upon a showing of satisfactory evidence of the amount received for jury service. Reimbursement shall not exceed eighty (80) hours per calendar year.

ARTICLE 25 – RECYCLING ZONE

As long as Gopher Resource's contract with Dakota County to operate the Recycling Zone (aka Household Hazardous Waste Center) remains in place without substantive change, the parties agree to be bound and abide by the following:

Section 1: FULL-TIME POSITIONS

Gopher Resource shall maintain (3) full-time positions in the Recycling Zone. If an employee currently holding a full-time position in the Recycle Zone leaves it for any reason, the open position will be posted for bid to the entire plant for replacement in accordance with the requirements of Article 16.

Section 2: PART-TIME POSITIONS

- A. Gopher Resource shall be allowed to utilize regular, part-time employees to supplement the three (3) full-time positions in RZ. The Company has absolute discretion in setting these employees' schedules and hours of work.
- B. It is the responsibility of the Union Steward to enroll PT Recycling Zone employees with the union.
- C. Wages: Part-time employees will be paid at the starting rate applicable to full-time "Plant Labor" wage classification as defined in Article 16.
- D. Seniority: Part-time employees will be included on a separate seniority list from those outlined in Article 4 (Seniority), are not eligible to bid on open FT positions or participate in any other seniority bidding processes of the full-time employee list.
- E. Benefits: Part-time employees are not eligible for benefits set forth in Articles 18 (Vacation), 19 (Holidays), 20 (Health/Welfare), 21 (Funeral Leave), or 24 (Jury Duty).

Section 3: TRANSFERS

- A. Employees are not permitted to work at multiple Company sites in full- and part-time positions.
- B. When a part-time opening at The Recycling Zone becomes available, a notice will be put up in the scheduling room, and interested applicants shall be allowed to apply and interview for the position
- C. A part-time employee who wishes to move to a full-time position within the Company must submit an application for an open position and pass all pre-employment testing required of all operator applicants (including proficiency tests, pre-employment physical, and drug-screening) before transferring into a full-time position.

D. If a part-time employee is selected for and transfers into a full-time position within the Company:

- He/she will still be subject to the probationary period upon the start of full-time employment, as outlined in Article 1, Section 3.
- He/she will complete new hire orientation and new hire training in the same manner as all other new hires.
- He/she will retain his/her original date of hire for purposes of calculating vacation awards, benefits tier eligibility, severance benefits, and bonus eligibility (assuming continuous employment)
- He/she will be eligible to participate in any seniority bidding processes for open vacancies upon completion of his/her new hire training period.
- He/she will not be eligible for any applicable vacation, severance, or bonus benefits during his/her probationary period. Upon the completion of the probationary period, he/she will be awarded a pro-rated amount of his/her eligible vacation accrual (based on his/her original hire date and the accrual schedule outlined in Article 18) for the first partial year, and will follow the normal accrual schedule at the start of the next calendar year.

Section 4: LAYOFFS:

In the event of a layoff in the Recycling Zone, the part-time employees will be laid off first.

Section 5: CONTRACT CHANGES:

In the event that Gopher Resource's Contract with Dakota County is substantially changed, the provisions of this Article will be voided and the parties shall meet and endeavor to agree upon substitute provision(s).

In the event that Gopher Resource's Contract with Dakota County is terminated, employees holding full-time positions in the Recycling Zone will be placed in open vacancies within the plant, and part-time employees will be terminated. If no vacancies exist, layoffs will take place within the plant by seniority, as outlined in Article 4.

ARTICLE 26 - TERMINATION CLAUSE

Obligations of Local Union and Officers: The Union, its officers, agents, members, and employees covered by this Agreement agree that they will immediately take and continue to take all reasonable steps to restore the facility to full operations.

This Agreement shall be in full force and effect from December 1, 2017 and including November 30, 2020, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

During the term of this Agreement or any renewal or extension, there shall be no strike, slowdowns, or lockouts over any matter, which is subject to the grievance procedure. Any employee who participates in such strike or slowdown shall be subject to disciplinary action, including discharge.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2017.

GOPHER RESOURCE

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

TEAMSTERS LOCAL UNION NO. 120

By: _____

Title: _____

By: _____

Title: _____

COMMITTEE

By: _____

By: _____

By: _____

By: _____

LETTER OF AGREEMENT

between

GOPHER RESOURCE

and

TEAMSTERS LOCAL NO. 120

Maintenance employees are responsible for the routine, recurring work required to keep the production plant in such condition that it may be continuously used for its intended purpose. In the event that the subcontractors are performing routine work that employees at the Company are qualified to perform then the Company must offer overtime work to Gopher Resource Company employees.

AGREED TO THIS _____ DAY OF _____, 2017

GOPHER RESOURCE COMPANY

TEAMSTERS LOCAL NO. 120

By: _____

By: _____

Title: _____

Title: _____

MAINTENANCE APPRENTICESHIP PROGRAM

MAINTENANCE PROGRAM

When entry-level positions become available within the department, the Company will give first consideration to internal candidates. To protect the maintenance employee and others, minimum requirements must be met before a candidate can be admitted to the program.

REQUIREMENTS FOR ADMISSION

- 1) High school diploma/GED is required to be admitted
- 2) Mechanical and mathematical aptitude by passing written test with a 70% passing score
- 3) Agreement to continue maintenance education in necessary program areas
- 4) Six (6) months continuous experience in Gopher Resource Company production (or equivalent outside experience)
- 5) Attendance must be at no more than six (6) occurrences at time of admittance to program
- 6) Interview with Maintenance Management based on the criteria listed under "acceptance into the program"
- 7) Candidates who do not pass the mechanical and mathematical aptitude tests will not be allowed to retake the tests until they have demonstrated the initiative to obtain outside experience (i.e.: maintenance classes)

Note: Mobile Equipment Mechanic, in addition to the above, must also have completed training in basic fluid power and basic D.C. electrical class before he/she can apply.

ACCEPTANCE INTO THE PROGRAM

Maintenance management selects candidates based upon the admission requirements and interview items listed below. Maintenance management will check-in with employees, lead people, and supervisors that have worked with the candidate(s) to get a clear picture of the candidate.

- Ability to work independently as well as with a team, without continued supervision
- Demonstrates eagerness and willingness for new instruction and continued education
- Listens to constructive feedback from upper levels including senior craftsman
- Work experience and past performance
- Communication skills – ability to comprehend as well as convey maintenance information in a professional manner
- Disciplinary warning slips in effect at time of interview will be taken into consideration

PROGRESS CHECKS AND CONTINUATION IN THE PROGRAM

Maintenance management will conduct a quarterly review (third, sixth, ninth, twelfth month) and a final apprenticeship review at 18 months to check progress of apprentice. During the eighteen (18) months the apprentice must be working toward and have level I Maintenance complete as the eighteen (18) months comes to closure. Feedback will be sought from maintenance employees that are working most closely with the apprentice to assess level of aptitude within the program throughout the eighteen (18) months. In the event that the apprentice is not meeting expectations within the program he/she may be removed from the position at any point in the first eighteen (18) months and placed back into production in an available position.

“Note: Any leaves (FMLA, short-term or long-term disability, leave of absence, etc.) during the 18 months will be reviewed and discussed between the Company and Union to determine if an extension of the 18 month program is applicable.

IF NOT ACCEPTED TO PROGRAM

If the event that an employee is not selected for the program he/she will be given feedback regarding course work, attendance, ability to work with others, etc., in an effort to assist the employee in getting him/herself in a good place to be considered again when there are future openings should he/she continue to be interested.

SKILLED POSITION VACANCIES

Higher-level positions within the maintenance department require higher-level skills and these requirements must be met to fill the position(s). Consideration for higher-level position(s) is based on skill. An apprentice and/or other level position already held within the department will not automatically be moved into the “open” position. Depending on experience within the department and level of the position available, Gopher Resource Company may go outside of the Company to hire for the open position.

AGREEMENT

between

GOPHER RESOURCE

and

TEAMSTERS LOCAL 120

**Affiliated with the
International Brotherhood of Teamsters**

December 1, 2014 through November 30, 2017

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WORKING AGREEMENT

This Agreement made and entered into by and between GOPHER RESOURCE (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL UNION NO. 120, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union"), shall be binding upon the parties as hereinafter provided.

ARTICLE 1 - UNION SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

Section 2. All present employees who are members of the Union on the effective date of this Agreement, or on the date of execution of the Agreement, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired thereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this Agreement, whichever is later.

Section 3. A newly hired employee or a former employee who is rehired shall be a probationary employee for his/her first ninety (90) full working days of employment. During the ninety (90) full working day period, employee must perform normal plant duties at full capacity. A maintenance employee shall be a probationary employee for his/her first one hundred and twenty (120) full working days of employment.

If the employee is terminated at any time during this probationary period, such termination shall not be considered as a subject of a grievance nor become the subject of a dispute with the union.

Section 4. The Employer will deduct Union dues and initiation fees from those employees who have signed legal authorization cards, authorizing such deduction and the Employer will remit such deducted Union dues and initiation fees promptly to the Union after receiving a statement of amounts owing from the Union.

The Employer will not be held responsible for the accuracy of the Union's statement of deductions nor is the Employer to be held responsible for any employee concerns arising from mistakes concerning money taken from the employee paycheck based on the statement deductions provided by the union.

Section 5. D.R.I.V.E.: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis in one check the total amount deducted along with

the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck.

ARTICLE 2 - JOB STEWARD

The Employer recognizes the right of the Union to designate a Job Steward to handle such Union business as may from time to time be delegated to the Job Steward by the Union Executive Board, and which will not interfere with his/her duties as an employee.

ARTICLE 3 - ABSENCE

Section 1. TIME OFF FOR UNION ACTIVITIES: The Employer agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business. The Union Agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

All time off for Union business will require no less than a 24-hour notice and will be considered a full day unless specially identified by the Union and agreed to by the Company. If the Union's request for time off is offered on a Saturday, Sunday, and/or contractual holiday, the employee will notify his/her supervisor/manager in addition to the notification being processed through Human Resources per usual.

Section 2. LEAVE OF ABSENCE: Any employee desiring a leave of absence from his/her employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be thirty (30) days and may be extended for like periods. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. The Union and the Company will discuss leave of absence requests when there is a discrepancy of approval.

ARTICLE 4 - SENIORITY

Section 1. Seniority is continuous service with the Employer and can be broken only by discharge, voluntary quit, layoff of more than eighteen (18) months, failure to report after recall as specified below, or failure to report at termination of leave of absence or personal injury absence of twenty-four (24) months excluding any employee out due to personal injury prior to the ratification of this contract.

Section 2. In all events and for all purposes, it is the responsibility of each employee to maintain current telephone number(s), address, and emergency contact information in the HRIS system.

For the purposes of layoffs and work reduction, there shall be two (2) departments: 1) Production, 2) Maintenance.

- a) In the event of a layoff, the Company will first ask for volunteers (by contacting the employees in person or by telephone) by seniority within the department, and then revert to last person hired within the department as first person laid off within the department, unless the junior employee is either uniquely qualified for the position at issue or critical to plant operations, in which case that employee will be kept in favor of the next most junior employee within the department. In all cases, layoffs and seniority will be determined by department, with the understanding that, for purposes of this Article 4, there shall be two (2) departments, (1) Production and (2) Maintenance.

Section 3. When employees are recalled, the employee or employees with the most seniority shall be recalled. An employee or employees so recalled shall be notified by registered letter verified by a delivery receipt delivered to the employee's address. The employee must notify the Employer within three (3) days of their intention to report for work. Failure to so notify shall be equivalent to refusal. The employee must report within one (1) week after receipt of the notice unless a longer time is mutually agreed upon. While waiting for the recalled employee to report, the Employer may use an employee with less seniority.

Section 4. Layoff notices will be issued as soon as possible. Usually one weeks' notice will be given except in cases of emergencies or major mechanical or other breakdowns.

Section 5. Inability to work because of proven sickness or personal injury shall not result in the loss of seniority rights for employees who have accrued more than one year of seniority. Employees with less than one year of seniority, at the inception of the lost time, shall not gain seniority after thirty (30) consecutive lost days until their first day back to work.

The Employer is under no obligation to provide work to an employee who is unable to perform his/her normal duties because of a sickness or personal injury.

Section 6. Seniority list is to be posted in the Plant in three (3) places every thirty (30) days with a copy to the Union.

Section 7. In the event that two (2) or more employees are hired on the same day, seniority shall be determined as follows: Effective December 1, 1989 employee's numbers shall rule.

ARTICLE 5 - MAINTENANCE OF STANDARDS

Section 1. PROTECTION OF CONDITIONS: The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. However, any past gifts, bonuses, or other gratuities shall not be included in the terms "general working conditions."

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

Section 2. EXTRA CONTRACT AGREEMENTS: The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 3. MANAGEMENT RIGHTS: Unless specifically provided elsewhere in this agreement, the employer retains all the rights and functions of management that it has by law. As long as the action of the Company does not violate any specific provision of this Agreement, the Company shall have the right, by law, to:

- a) Determine (1) layout and equipment to be used in the business; and (2) the processes, techniques, methods, and means of providing services;
- b) Determine and enforce reasonable rules and regulations, make reasonable changes to such rules and regulations, and enforce such changes.

ARTICLE 6 - GRIEVANCE & METHOD OF SETTLING DISPUTES

Section 1. Grievances concerning interpretations of the provisions of this Agreement shall be settled as follows:

FIRST STEP: Between the employee and his/her immediate supervisor. This must be initiated by the employee within five (5) working days, from the day that the facts of the grievance arose or knowledge thereof. If no settlement is reached within two (2) working days, the second step shall be:

SECOND STEP: Between the employee, the job steward, and an immediate supervisor and/or a Human Resources representative. If no settlement is reached within three (3) working days, the grievance shall be presented in written form for a meeting, and the third step shall be:

THIRD STEP: Between the employee, the job steward, the business agent of the Union, and a Human Resources representative. This third step meeting shall take place within twenty (20) days of the written grievance being filed, unless mutually agreed to extend. If no settlement is reached within five (5) working days, the fourth step shall be:

FOURTH STEP: In the event a satisfactory settlement is not reached between the Union and the Employer, the grievance shall be submitted to the Joint Grievance Committee. The Union and Employer signed to this agreement shall each select a representative from their own organization with sufficient authority to objectively represent the parties in pursuit of a resolution to the matter. The Joint Committee decision shall be final and binding on both parties. These meetings will take place at the company. At any time, either party will have the right to skip this step and proceed to arbitration. In the event of a deadlock, then the grievance shall be handled according to the arbitration procedure outlined in this agreement.

Section 2. Should the Union and the Employer members of the Board of Arbitration be unable to agree upon the neutral member within five (5) days, they shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) names from which the neutral members shall be chosen by the process of elimination with the toss of a coin to determine which side strikes off the first name.

Section 3. The Union and the Employer shall pay their own expenses in the settlement of grievances except that the fee for the neutral member of the arbitration panel and any cost to make the hearing a matter of record shall be paid equally by the Union and the Employer.

Section 4. Discharge grievances may be taken immediately to the Third Step. Grievances of this nature must be submitted in writing to the Human Resources Manager within five (5) working days of occurrence.

Section 5. Grievances submitted past the time limits listed in the First Step and in Section 4 will not be considered as valid grievances.

ARTICLE 7 - DISCHARGE

The Employer shall not discharge any employee without just cause, and shall give at least one (1) warning notice of the complaint against such employee, in writing, and a copy of same to the Union, except that no warning notice need be given to an employee before he/she is discharged, if the cause of such discharge is dishonesty, intoxication, chemical impairment or being under the influence of any illegal substance, or recklessness which may result in serious accident while on duty, or major violation of Employer's Rules which do not conflict with the terms of this Agreement.

Warnings shall remain in effect for a period of twelve (12) months. Each new warning, regardless of level, restarts the twelve-month time clock, meaning that that specific warning does not drop off or drop back in level or severity for an entire twelve-month period. Final warnings issued for violation of the drug & alcohol policy shall remain in effect indefinitely.

Discharge must be by written notice to the employee, with a copy to the Union.

ARTICLE 8 - PROTECTION OF RIGHTS - PICKET LINE

Other than as set forth in Article 25 of this Agreement, no employee covered by this agreement can be forced by use of discharge or discipline to cross any lawful picket line.

Section 1. No Lockout. The Employer agrees that so long as this Agreement is in effect there shall be no lockout.

ARTICLE 9

Left blank intentionally.

ARTICLE 10 - PHYSICAL EXAMINATIONS

Section 1. Physical, mental, or other examinations, which are requested by the Employer, shall be promptly complied with by all employees. The Employer shall pay for such examinations. Examinations are defined as all physical exams and consultations that the Employer requires to be taken off the premises.

The employer will reimburse one (1) hour of an employee's time at time and one half (1.5) their straight hourly rate of pay for those employees who take examinations off the premises on their own time.

Section 2. All employees must submit to a blood check every sixty (60) days, with the following exception:

At the discretion of the Health & Safety Manager, employees on MRP status or who maintain a blood lead level within 5 points of the OSHA return to work level shall be tested monthly in their first six months of employment.

Section 3. If a referral to a personal physician for non-work related personal illness/medical issue is made, the employee is responsible for any expenses associated with the necessary follow-up with their personal physician.

ARTICLE 11 - BREAK TIME, WASH UP TIME, PERSONAL APPEARANCE

Section 1.

- a) Each employee covered by this Agreement whose normally scheduled shift is eight (8) hours, will be entitled to two (2) fifteen (15) minute coffee breaks and one (1) thirty (30) minute lunch break or two (2) thirty-five (35) minute breaks for each full work day. The first break shall be sometime after the first ninety (90) minutes of the work shift and the last break is to be started before the final sixty (60) minutes of the work shift. The break time as shown includes time for break preparation and preparation for return to work (TITO). Employees must punch in and back out for all breaks.
- b) Employees whose normally scheduled shift is ten (10) hours in length will be entitled to two (2) twenty (20) minute coffee breaks and one (1) thirty (30) minute lunch break. All breaks are subject to the same restrictions as shown in Paragraph a.
- c) All coffee breaks shall be paid breaks. Lunch breaks are paid as time for preparation for work and shower/wash-up time.
- d) Employees who work six (6) or less hours of their shift shall be entitled only to their lunch break. This also applies to overtime where employees work six (6) or less hours.
- e) Shifts shall be a minimum of eight (8) hours in length and a maximum of ten (10) hours in length.

Section 2. The Employer will supply employees with a jacket similar to what the supervisors now wear and will have these jackets laundered for the employees. If the wearing of any other work clothing is a condition of employment, such clothing will be furnished free of charge by the Employer.

ARTICLE 12 – WORKERS COMPENSATION CLAIMS

The Employer agrees to cooperate toward the prompt settlement of employees on the job injury claims when such claims filed. The employee must report any time off required due to the injury within 24 hours of when employee is notified of such requirement.

ARTICLE 13 - MILITARY CLAUSE

The Employer shall comply with any legal provisions as set forth in USERRA.

ARTICLE 14 - PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than one weeks' pay shall be held on an employee unless mutually agreed to. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE 15 - CALL IN TIME

Section 1. Employees called to work shall be guaranteed four (4) hours pay at the hourly rate specified in this Agreement.

Section 2. Any employee who reports for work, not having been notified not to report, shall be guaranteed four (4) hours pay.

ARTICLE 16 - WAGES AND HOURS

Section 1. HOURS: The workweek shall start at 12:01 A.M. Monday and end at 12:00 Midnight on Sunday.

The workweek shall be forty (40) hours per week. An employee shall be paid time and one half times (1 ½) their hourly rate for all hours after eight (8) in a day or ten (10) hours in day depending on the employees normally scheduled shift. One and one-half times (1.5) their hourly rate for all hours over 40 worked on a sixth (6th) consecutive day, and two times (2X) their normal hourly rate for all hours worked on the seventh (7th) consecutive day. There shall be no pyramiding of overtime; meaning that the same hours shall not be counted twice toward overtime.

Section 2. WAGES:

<u>Classifications</u>	<u>Effective</u>		
	<u>12/01/14</u>	<u>12/01/15</u>	<u>12/01/16</u>
Group #1 - General Maintenance	\$23.64	\$24.35	\$25.08
Group #2 - Shipping/Receiving	\$23.64	\$24.35	\$25.08
Group #3 - Furnace Operator	\$23.64	\$24.35	\$25.08
Group #4 - Refining Operator	\$23.64	\$24.35	\$25.08
Group #5 - Plant Labor	\$23.07	\$23.76	\$24.47
Group #6 - RMPC	\$23.64	\$24.35	\$25.08

The Company will post on the Company intranet the job descriptions with revision dates.

Full-time employees will be moved to operator pay following a maximum of 18 months consecutive service unless the employee signs documentation stating he/she does not want the training and/or signs documentation requesting training be slowed down. Employees that have completed necessary operator level training will be held accountable to operator level performance upon receiving operator pay.

LEAD PERSONS, effective December 1, 2003 are to be paid one dollar (\$1.00) more than the rate specified for the job being performed. This will pertain to the fourteen (14) lead person positions listed below. This rate is the minimum for employees with at least one (1) year of seniority. The Employer reserves the right to select lead persons according to its described criteria, and will make said criteria known to the local Union.

GR will post the job description for lead person position on the Company intranet.

Six (6)	Furnace Lead persons	(one (1) per shift)
Six (6)	Refining Lead persons	(one (1) per shift)
Two (2)	RMPC Lead persons	

In the event that an employee has a concern with the technical or interpersonal approach of a lead person he/she should report such concern to a supervisor or human resources representative. GR will work with lead person(s) to remedy such concerns first and foremost through training. The constructive feedback, instructions, and possible disciplinary steps associated with the concern(s) brought forth will be privileged information with the exception of any disciplinary write-ups which are shared with Teamsters Local 120. If the majority of the people that the lead person oversees file complaints with Human Resources in a six (6) month period a sit down meeting with the Company, union steward(s), business agent, and lead person would be conducted at the Company. Lead persons are not subject to this standard in their first year in the lead person role.

STARTING RATE: New employees will start at \$2.00 under scale for 0-4 months and \$1.00 under for 5-12 months of employment.

SHIFT DIFFERENTIAL:

Day Shift – Employees who have the majority (equal to or greater than half) of their normally scheduled hours between 7:00 a.m. and 3:00 p.m.

Afternoon Shift – Employees who have the majority (equal to or greater than half) of their normally scheduled hours between 3:00 p.m. and 11:00 p.m.

Midnight Shift – Employees who have the majority (equal to or greater than half) of their normally scheduled hours between 11:00 p.m. and 7:00 a.m.

As of 12/1/00:

Afternoon Shift:	thirty-five cents (\$.35) per hour
Midnight Shift:	fifty cents (\$.50) per hour

Section 3. All *eligible, regular full-time employees who have completed a minimum 1530 hours by October 31 of that year, shall receive a bonus of up to 6% of their earnings for that period. In the event of a long-term illness or long-term personal injury, the minimum hour's requirement will be adjusted to reflect the same.

The Company will use its best effort to pay the bonuses by November 15; if unable, the Company will pay by the first pay period in December of each year.

Employees' bonus payments can be reduced, for each of the following occurrences. Management, at its sole discretion, may waive any percentage reduction.

- 2 percentage points for 6 or more attendance points on his/her record October 31 of current year.
- 3 percentage points for 8 or more attendance points on his/her record October 31 of current year.
- 1 percentage point for each Final Performance Warning/Suspension notice issued to employee between January 1 and October 31 of current year.
- 1 percentage point for refusal to sign safety commitment document.

In no case can the cumulative reductions equal more than 3% points in any one year.

* To be eligible for the bonus described in Section 3, employee must be on the Company payroll prior to the ratification of this contract (February 15, 2013). Any employees hired after the ratification of this contract are eligible to participate in the bonus program January 1 following his/her five year anniversary at a level of up to 3% of earnings. Each January 1 following, employee's eligibility will increase by 1% up to a maximum eligibility of 6%.

Section 4. COST OF LIVING ALLOWANCE: 3% COLA provisions of this Agreement will not be in effect for the duration on this Agreement.

Section 5. CASUAL OR TEMPORARY EMPLOYEES: No casual or temporary employees will be hired while any of the regular employees are laid off.

Section 6. OVERTIME:

- a) An overtime list for each day of the week can be utilized. Employees may sign up for overtime no less than forty-eight (48) hours in advance. Most senior employee on the electronic overtime application is to be called first for the overtime as stated below. If the signup application is exhausted then calls are made from the master seniority list. If an employee turns

down overtime on 3 occasions with sixteen (16) hours or more of notice, he/she will be moved to the bottom of the seniority list on the overtime sign-up list for the remainder of the quarter.

In all cases, the overtime will be given to the most senior, qualified person. In the case where there are no personnel signing the overtime sheet, the supervisor will follow the existing steps for distributing overtime. Employees are not to work more than sixteen (16) hours in a continuous twenty-four (24) hour period.

If the overtime is known about at least two (2) hours in advance then overtime is offered to the most senior employee willing to work overtime hours that need to be covered. If the overtime is not known about two (2) hours in advance then the first four (4) hours are offered to the most senior employee on the shift before the needed overtime and the second four (4) hours would be offered to the most senior employee electing to work four (4) hours.

Management will make every reasonable effort to contact employees for overtime. Overtime will be distributed on a first contact basis.

In all above cases employees must be capable and qualified to perform the work available.

In all events and for all purposes, it is the responsibility of each employee to maintain current telephone number(s) and address information with the Human Resource department.

Employees who do not want to be called for overtime must sign a waiver with the Human Resources department. The waiver may be withdrawn by the employee at any time.

OVERTIME KNOWN ABOUT MORE THAN 2 HOURS IN ADVANCE

If the supervisor needs 8 hours overtime and knows about the overtime need 2 hours or more in advance, he will go to the most senior employee that has elected to work 8 hours of OT.

Employee must be ready, available, qualified, and willing to work the full 8 hours. If an employee has a conflict with his/her regularly scheduled shift and the timing of the 8 hours of OT then he/she is not ready and available to work the full 8 hours of OT (example, there is an overlap of the regular shift and the 8 hours of OT) which would require the supervisor to go to the next senior employee.

If the supervisor needs 4 hours overtime and knows about the overtime need 2 hours or more in advance, he/she will go to the most senior employee that has elected to work 4 hours of OT.

Employee must be ready, available, qualified, and willing to work the full 4 hours. If an Employee has a conflict with his/her regularly scheduled shift and the timing of the 4 hours of OT then he/she is not ready and available to work the full 4 hours of OT (example: there is an overlap of the regular shift and the 4 hours of OT) which would require the supervisor to go to the next most senior employee.

OVERTIME KNOWN ABOUT LESS THAN 2 HOURS IN ADVANCE

If the supervisor needs overtime and knows about the overtime need less than 2 hours or more in advance, he will 1) go to the most senior employee on the sign-up sheet and on shift before the needed OT and then; 2) go to the most senior employee electing to work 4 hours on the sign-up sheet for the final 4 hours regardless of if they are off for the day as long as the employee is ready, available, qualified, and willing to work (If applicable - meaning there is a need for an additional 4 hours.)

AGREEMENT TO WORK OVERTIME

If an employee agrees to work overtime and then does not show up for the work agreed to or does not call more than two hours (120 minutes) prior to the start of the overtime scheduled, the employee will be charged with an absence and a no call occurrence.

EMPLOYEE(S) ARE NOT TO WORK MORE THAN 16 HOURS IN A CONTINUOUS 24-HOUR PERIOD

Employees are responsible for tracking their hours of work on a daily basis. Employees who violate this contractual agreement will be subject to the following disciplinary steps:

Moderate Infraction

Infraction of the following rule may result in:

First Offense: Verbal Warning will be issued in writing

Second Offense: Written Warning #1

Third Offense: Written Warning #2 and up to three (3) day suspension

Fourth Offense: Written Warning #3

This warning will result in termination of employment

All moderate infraction warnings will be placed in the employee's personnel file, a copy given to the employee, and a copy sent to the Union. Moderate infraction warnings will remain in effect for a period of one (1) year from date of issue.

MANDATORY OVERTIME

In the event no one volunteers for overtime and time does not permit the calling in of off duty employees, the Employer will assign mandatory overtime by reverse shift seniority starting with the person with the least seniority. The Employer will give a minimum of one (1) hour notice for mandatory overtime.

If a sixth (6th) day is necessary, for one shift or all shifts, and is known about more than five (5) days in advance, the Employer shall schedule employees for the sixth (6th) day by:

- a) Posting a blank schedule for employees to volunteer. Seniority and ability to perform the work will rule if there are too many volunteers.
- b) If there are not enough volunteers 72 hours prior to the day being scheduled; the least senior qualified employees on the required shift/shifts shall be required to work the overtime.
- c) Employees working on a sixth (6th) day shall be paid time and one half (1 ½) for all hours worked only after they complete forty (40) hours of work within that work week.

No employee will be required to perform more than four (4) hours of mandatory overtime in each pay period with a maximum of eight (8) hours in a four (4) week period. Each employee will be granted one (1) excused mandatory overtime in each four (4) week period.

Section 7. TEMPORARY ASSIGNMENTS, ASSIGNMENT CHANGES: An employee assigned to a new job shall receive training until the Employer accepts the employee as qualified to do the job for a maximum of twelve (12) months.

When an employee signs a temporary posting and is assigned to such job, he/she will be notified and offered a retreat option to his/her previously held position prior to the Company posting his/her previously held position to be filled by another.

If the Company is informed in writing via a medical physician that an employee will be absent for sixty (60) days or more, a temporary posting will be hung for the employee's position. Effective for any/all applicable following date of ratification, February 15, 2013.

Following 60 days from assignment, temporary positions will be posted for bid.

When an employee is required to work temporarily in a lower paid classification, the employee shall not receive a cut in wages for those hours worked.

When an employee is required to work temporarily in a higher paid classification, the employee shall receive the wage rate established for that classification for the period such work is performed.

When movement from an employee's assigned department is required to support another department the senior qualified employee will have first choice to move. If the employee chooses not to move the junior qualified employee must move.

Section 8. SHIFT CHANGE - DAYS OFF: Employees normally shall receive two (2) consecutive days off, except in a work week where a shift change takes place or where an employee initiates a shift change. Days off for employee who fills in for employee granted a day change shall be at the Employer's discretion and the Employer will not be required to pay time and one half or double time to the employee who covers the granted day change.

Section 9. BIDDING: When a regular vacancy occurs within a job classification, the Employer will post the opening for bid for a period of seven (7) days and the successful bidder will be assigned to fill the opening within fifteen (15) calendar days. The successful bidder assigned to fill the opening can, within the first ten (10) calendar days of starting at the position or shift, retreat from the position to his/her original position, and the Employer will accommodate this request within fifteen (15) calendar days. Employees may accept and/or retreat no more than two (2) times in a continuous twelve (12) month period. If two (2) or more employees apply for the position, consideration will be given to their classifications and length of service. If qualifications are substantially equal, preference will be given to the employee having the greater seniority.

After posting a position, the Employer need not post the same position for forty-five (45) days from the date the posting was removed.

If the Company eliminates a job, no less than a thirty (30) day notice will be provided to the employee(s) impacted.

The Employer agrees in principle that successful bidders, with more than five (5) years' seniority, can pick their days off after three (3) months from the date they start a new job, provided it is practical or possible without impairing the efficiency of the work or the operation of the facility and the person they are replacing has a minimum of one (1) year seniority in the same job classification.

Section 10. When a part-time opening at The Recycling Zone becomes available, a notice will be put up in the scheduling room. Interested applicants should contact the Human Resources department. Successful candidate is not permitted to work at multiple Company sites in full- and part-time positions, retreat from position to previously held position, and/or bid for positions at other sites of the Company.

Section 11. ROTATION OF JOBS: Rotate qualified employees a minimum of every four hours in the refining casting and furnace operator/laborer positions excluding kettle operator/laborer, blast, and reverb chargers. Upon request, qualified employees in excluded position(s) will be placed in rotation as production permits.

Employees in bidded positions within RMPC and Shipping/Receiving can, by seniority, select the assignment within his/her bidded department. Within a time period of two (2) calendar months, up to seven days will be utilized for rotation.

Employees will be held to the same level of accountability to his/her performance regardless of if the employee is in his/her selected assignment and/or during rotation.

For purposes of overtime and in the event a business need prevails, the Company has discretion in designating assignments for both RMPC and Shipping/Receiving.

Section 12. The supervisor will only do work when there is an employee who does not show up for work on scheduled shift time and only until a replacement has reported for work. Plant supervisors are not included in the Union.

Section 13 - SICK DAYS: An employee shall be credited with one (1) day of sick pay on his/her second (2nd) anniversary date. Following an employee's second (2nd) anniversary, he/she shall be credited with one (1) day of sick pay on January 1st and one (1) day of sick pay on April 1st. Each subsequent anniversary date, January 1st, and April 1st, an employee will be credited with his/her sick days.

Accumulated sick pay will be paid upon retirement or termination with two (2) weeks' notice, unless the employee has greater than ten (10) years seniority, then accumulated sick pay will be paid at end of employment for any reason.

Employees must call in a minimum of sixty (60) minutes before the start of their shift to report a sick day.

Employees shall be able to accumulate up to three hundred (300) hours of sick pay during their employment.

Sick pay shall be paid at the rate of eight (8) hours per sick day. Employees assigned to a regular schedule of ten (10) hours will be paid at the rate of ten (10) hours per sick day.

One time per calendar year, an employee may utilize one (1) of his/her available sick days by calling in up to thirty (30) minutes prior to the start of his/her shift and requesting the sick day.

Section 14. LONGEVITY PAY: Employees reaching their fifth anniversary date after December 1, 1995 shall receive a five cent (\$.05) raise on their fifth anniversary, another five cent (\$.05) raise on their sixth anniversary date, and a final five cent (\$.05) raise on their seventh anniversary date.

ARTICLE 17 - ATTENDANCE POINTS SYSTEM

Section 1. The primary intention of the accumulative attendance points system is to provide written guidelines within which an employee can miss a scheduled work day, for a personal illness or family emergency without the worry of losing employment. The attendance points system is not intended to provide days off to employees who decide, for whatever reason, not to come to work for a day or longer.

- 1 point will be issued for an unexcused absence
- ½ point will be issued for an unexcused tardy
- 2 points will be issued if an employee fails to notify his/her supervisor of an absence

Employees are not to accumulate nine (9) or more points in a continuous twelve (12) month period. Under this rule, points accumulated for each absent occurrence, tardy occurrence, and/or no call occurrence will be eliminated from the employee's record twelve (12) months after it occurs.

Half (½) points given for being tardy will be eliminated from an employee's record after six (6) months anytime the following occurs:

- Employee is late less than two (2) hours into the start of his/her shift and calls the supervisor line prior to the start of shift

Half (½) points will be eliminated from an employee's record after twelve (12) months anytime the following occurs:

- Employee leaves work any time during the last two (2) hours of his/her assigned shift.
- Employee reports to work after the start of his/her assigned shift and does not call the supervisor line (651-405-2280) to report the tardy prior to the start of his/her assigned shift.

**Note – this instance will result in one (1) absent point.*

WARNING AND DISCIPLINARY STEPS

Verbal Warning	Will be issued in writing at 4 unexcused points
Written Warning	Will be issued in writing at 6 unexcused points
Final Written Warning	Will be issued in writing at 8 unexcused points
Termination	Will be issued in writing at 9 unexcused points

Employees are required to call in prior to the start of his/her assigned shift to report an absence. In the event that an employee is going to be absent, the employee is to call the supervisor line (651-405-2280) at least sixty (60) minutes prior to the start of his/her assigned shift. Maintenance employees must call the Maintenance

Supervisor line (651-405-2231). Employees must call in each day he/she will be absent, unless prearranged with a direct supervisor, manager, or the Human Resources department.

In the event that an employee is going to be tardy, the employee is to call the supervisor line (651-405-2280) by the start of his/her assigned shift. Maintenance employees must call the Maintenance Supervisor line (651-405-2231). Employees must call in each day he/she will be tardy, unless prearranged with a direct supervisor, manager, or the Human Resources department. If an employee does not call the supervisor line to report a tardy by the start of his/her assigned shift and shows up to work more than fifteen (15) minutes late, and the supervisor has backfilled the position with overtime agreed to by another employee, the supervisor has the option to send the employee home without pay.

2 points will be charged to an employee anytime the following occurs:

- Employee does not call the supervisor line to report an absence.
- Employee calls the supervisor line to report an absence two (2) hours/one hundred and twenty (120) minutes after the start of his/her shift.

1 point will be charged to an employee anytime the following occurs:

- Employee calls the supervisor line to report an absence and/or does not report to work for a scheduled work shift.
- Employee reports to work in excess of two (2) hours/one hundred and twenty (120) minutes past the scheduled start of his/her assigned shift without prior approval. Employee may go to work up to three (3) hours past his/her scheduled start time even though an absence (1 point) has been charged against them. It will be to the discretion of the supervisor/manager based upon the needs of the business to determine if an employee is to begin work when/if employee arrives in excess of three (3) hours past the start of his/her scheduled shift.
- Employee reports to work after the start of his/her assigned shift and does not call the supervisor line (651-405-2280 or 651-405-2231) to report the tardy prior to the start of his/her assigned shift.
- Employee leaves work earlier than the last two (2) hours of his/her scheduled shift without prior approval from his/her direct supervisor/manager.
- Employee misses more than two (2) hours of his/her scheduled shift (example: arriving late, excessive breaks, leaving early) without prior approval.

**Note – Regularly scheduled shift is to include overtime shifts that have been agreed to in advance.*

An absent point will count with the following *exceptions*:

- Approved day(s) off with pay.
- Obligations to the armed forces. Written documentation must be presented in advance of time off whenever possible.
- Leave under FMLA or other protected leave, must be applied for thirty (30) days in advance if the leave is foreseeable. Medical certification must be completed and returned with fifteen (15) days of the employee's receipt of the FMLA forms, unless the employee has a reasonable excuse for the delay.
- Leave under MN Parental Leave, which is requested no less than one (1) week in advance.

An absent point will occur for each scheduled day an employee is not present, including any overtime the employee agreed to work. One time per year, an employee may seek to have consecutive days absent that do not fall under FMLA or other protected leave count as one (1) occurrence (for up to 10 days) only if all the days missed were due to an illness, a family emergency, or approved in advance by a member of management – medical documentation must be provided as requested by the HR department. Absent occurrences straddling an employee's normal off days will be counted individually except for the reasons listed in the previous sentence.

½ point will be charged to an employee anytime the following occurs:

- Employee reports to work two (2) hours/one hundred and twenty (120) minutes or less into the scheduled start of his/her assigned shift and calls the supervisor line (651-405-2280) to report the tardy.
- Employee leaves work any time during the last two (2) hours of his/her assigned shift.

A tardy ½ point will count with the following *exceptions*:

- Partial days due to jury duty. Proper documentation must be presented prior to the day(s) of jury duty.
- Partial days due to worker's compensation injury authorized by an HR or EHS representative.
- Partial days where an employee is expressly excused by a member of management.
- Partial days due to leave under FMLA and/or MN Parental Leave that is authorized in advance.

Section 2. ZERO POINTS REWARDS: Employees who accumulate zero points in a given quarter will be eligible to earn one (1) day of vacation (8/10 hours) according to his/her regularly scheduled shift, per quarter, allowing employees the potential to earn up to four (4) days of vacation in a given calendar year. The zero points reward is calculated on a quarterly basis and is applicable only to employees who have three (3) or fewer points on his/her record at the start of a new quarter.

- First Quarter: January to March – zero points = 1 day of vacation earned
- Second Quarter: April to June – zero points = 1 day of vacation earned
- Third Quarter: July to September – zero points = 1 day of vacation earned
- Fourth Quarter: October to December – zero points = 1 day of vacation earned

Employees who accumulate any points in a given quarter will disqualify themselves from being eligible for the zero points reward for that given quarter. Example: January to March – 1 point accumulated = 0 vacation earned. With one (1) point accumulated, the employee is eligible for the zero points reward at the start of the following quarter (April to June). Meaning, if zero points are accumulated April to June, the employee will earn one (1) day of vacation.

Earned vacation time will be posted/made available for utilization no later than the end of the first month following the previous quarter (i.e., January to March, posted and available no later than April 30; April to June, posted and available no later than July 31; July to September, posted and available no later than October 31; October to December, posted and available no later than January 31.) Earned vacation time through the zero point's rewards system is to be utilized in accordance with all applicable vacation policies and procedures. Article 17 will go into effect February 24, 2013.

ARTICLE 18 - VACATIONS

Section 1. Vacation period shall be from January 1 to December 31.

Section 2. Employees will be offered an attendance calendar listing any paid time off available beginning January 1 and no later than January 15 annually.

Section 3. Vacation requests submitted January 1 through January 31 will be on a first come first serve basis for time off requests during January 1 to January 31.

Vacation slips for time off requests February 1 to December 31 are to be submitted to the company by Jan 15 of each year. The company will award vacation for February 1 to December 31 by seniority no later than February 1 (when submitted by January 15) for the given calendar year.

Vacation requests submitted February 1 to December 31 will be approved on a first come first serve basis.

Employee must utilize/take the approved paid time off requests (unless mutually agreed to by employee and company otherwise).

Vacation requests submitted by January 15 for vacation dates February 1 to December 31 will be subject to 1) a full week of vacation will take precedence over all other requests. During holiday weeks, a request for 4 vacation days constitutes a full week for those with a 5 day work week regular schedule and 3 vacation days for those with a 4 day work week regular schedule.

Company will permit no less than one (1) employee per department, per shift paid time off should the request adhere to the company time off procedures. Section 3 will go into effect February 15, 2013.

Section 4. Vacation requests must be submitted no less than 48 hours prior to the desired time off unless supervisor agrees to less notice per business needs. Request forms are to be submitted to the Human Resources department for approval unless the request for time off is submitted on a Friday, Saturday, and/or contractual holiday in which case the employee is to submit the request directly to his/her supervisor. In all cases vacation requests must include employees first and last name, desired dates of time off, and the date and time the form was completed. Employees will be granted time off on a first come first serve basis, seniority second (all other information being equal), as staffing and operations permits, and in coordination with section 3.

Section 5. A weeks' vacation with pay shall be based on a regular straight time rate of pay for forty (40) hours. There shall be no reduction in the employee's regular take home pay during approved vacations.

Section 6. Employees must take vacation to receive vacation pay. Effective calendar year 2014, employees may carry over a maximum of eighty (80) hours of vacation time from calendar year to calendar year.

Section 7. Should a holiday occur during an employee's vacation period the employees shall receive an extra days' pay or an extra days' vacation with pay.

Section 8. After each calendar year is completed, the employee must have worked 86.54% of their scheduled hours during the completed calendar year or must have worked 1800 or more scheduled hours during the completed calendar year in order to receive full vacation eligibility for the calendar year completed. Employees who were sick on a reported long-term illness or reported long-term personal injury and do not meet the stated requirements above will be given a prorated vacation based upon the time worked during the calendar year.

Section 9. Vacations must be taken before layoffs will be effective unless the employee has only two weeks or less of vacation left for the year.

Section 10. Employees are eligible for their first vacation time after January 1st of the calendar year following their hire date. If an employee quits or is discharged within the first calendar year of employment and before January 1st, they shall not be eligible for any vacation eligibility.

Section 11. An employee's first vacation shall be computed as follows: For every month or fraction of a month worked (must be employed at least 10 calendar days of the month) through December 31st of the initial year of hire, the employee will receive 1/2 day vacation with pay but not to exceed 5 total days to be taken in the calendar year following the year of hire.

Section 12. Additional vacation eligibility shall be determined as follows: If an employee works continuously each calendar year after the initial January 1st vacation eligibility date, the employee shall be eligible for 80 hours of vacation with pay January 1st of each calendar year until the beginning of the calendar year in which their 5th year of seniority is reached. January 1st of the 5th seniority year the employee shall be eligible for 120 hours of vacation with pay for every calendar year until January 1st of the employee's 15th seniority year. January 1st of the 15th seniority year the employee shall be eligible for 160 hours of vacation with pay for every year until January 1st of the employee's 25th seniority year. January 1st of the 25th seniority year the employee shall be eligible for 200 hours of vacation with pay. 200 hours is the maximum vacation eligibility available.

Section 13. If an employee terminates employment with the Employer their total eligible vacation time during their entire term of service will be compared against the schedule below. If there are any differences between the amount of vacation taken and the amount of vacation earned (per the following schedule) the difference will be paid to the employee, if owed, or to the Employer, if owed, at the appropriate rate dependent upon their years in service.

<u>YEARS OF SERVICE</u>	<u>DAYS EARNED</u>	<u>RATE OF REIMBURSEMENT</u>
1 Year of service	40 total hours	4 or 5 hours per month not to exceed 40 total hours.
2 Years thru 4 years	80 total hours	8 or 10 hours per month not to exceed 80 total hours.
5 Years thru 14 years	120 total hours	12 hours per month not to exceed 120 total hours.
15 Years thru 24 years	160 total hours	16 hours per month not to exceed 160 total hours.
25 Years thru Retirement	200 total hours	20 hours per month not to exceed 200 total hours.

ARTICLE 19 - HOLIDAYS

Section 1. All employees who have completed their probationary period and who worked the regularly scheduled work day immediately preceding and the regularly scheduled work day immediately following the below listed holidays shall receive eight (8)/ten (10) hours' pay at the regular straight time hourly rate for said holiday providing they do not work on the holiday.

Employees who are scheduled for a holiday and are absent on the holiday shall forfeit holiday pay. Attendance of the regularly scheduled work day/shift before and after the holiday must be in adherence with the 120 minute/1 point attendance language/policy to qualify the employee for holiday pay. Meaning if an employee incurs 1 point per the absences section of the attendance points system, he/she will forfeit holiday pay unless the employee works on the holiday. If the employee works on the holiday and does not adhere to the 120 min/attendance policy, he/she will only receive holiday pay for the actual hours worked on the holiday.

Section 2. The holidays recognized by this Article shall be: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days celebrated as such, along with a Floating Holiday (available January 1 annually following his/her first partial year of employment) and Employee's Birthday, which must be scheduled either 15 days before or after employee's birthday. Upon completion of the introductory period, employee(s) will receive a Floating Holiday.

Overnight Shift Only - employees with a regularly scheduled shift of 11p to 7a/ 10p to 6a (ONLY) will recognize the Thanksgiving Holiday starting Thursday night into Friday. Employees that are scheduled to work the Thanksgiving holiday will be paid according to the contract. Employees that are not regularly scheduled 11p to 7a/ 10p to 6a that volunteer to work for the Thanksgiving holiday (11p to 7a/10p to 6a, Thursday into Friday) will be eligible for overtime payment per the contract (not holiday pay). No employee is able to pyramid and/or receive holiday pay for more than the 8/10 hours he/she is eligible for per the contract.

If the overnight shift start and end times change, the Company and Union will revisit the above language in regard to the Thanksgiving holiday.

Section 3. Employees who work on any of the above mentioned holidays shall receive time and one half (1 ½) of their regular straight time hourly rate of pay for each hour worked in addition to the eight (8)/ten (10) hours straight time pay for the holiday, with the exception of their Floating Holiday and Birthday and in accordance with Article 19, Section 1.

Employees who work any of the contractual Holidays (not including floating or birthday holiday) will have the ability to exchange their holiday pay (8 or 10 hour regularly scheduled shift) for a vacation day at a future time. The vacation day(s) earned in exchange for holiday pay must be utilized in accordance with all applicable

vacation policies and procedures. If an employee chooses this option he/she must give notice to Human Resources no less than 48 hours prior to the scheduled holiday.

Section 4. Holidays will be observed on the day they fall on unless stated otherwise in Section 2.

Section 5. Holiday work schedules will be set based upon;

- a) Volunteers - based on seniority and ability to perform necessary work. A blank holiday schedule will be posted a minimum of five (5) days before the holiday.

Employees may sign up for multiple shifts and are eligible by seniority, qualifications, and availability to be scheduled for up to two shifts, on all contractual holidays. Employees are not to work more than 16 hours in a continuous 24 hour period. Employees are subject to attendance expectations per contract and employer policy for any/all scheduled holiday shifts.

- b) If not enough qualified employees volunteer. The Employer will next add employees to the schedule who are normally scheduled for that day of the week and shift, starting with the least senior person and working up, unless specific qualifications are needed.

Lead persons are required to work on holidays, which occur on days they are scheduled for.

If a holiday falls on a lap day and both employees are scheduled for work, the employee with the most seniority has first option of taking the holiday off.

Employees assigned to a recurring schedule of 10 hours will be paid for 10 hours of time on their sick, vacation, birthday, floating holiday, and Company holidays in accordance with the paid time off policies.

ARTICLE 20 - HEALTH AND WELFARE

Section 1. Cafeteria plan of benefits will be provided for all full-time employees after sixty (60) days and first of the month from hire date. All employees will be eligible for health, dental, and short-term disability insurances within the cafeteria plan as well as other options as offered by the Company.

The Company will cover all increases up to 8% sharing equally any increase greater than 8% for employees that meet contractual qualifications for family level café dollars.

Employees that have reached their 5 year anniversary and qualify for family level benefits may bump up to the higher level café dollars. Employees must be qualified at time of enrollment. Qualifying events following open enrollment will not be considered until the next annual open enrollment.

Employees may only continue with higher level café dollars if they qualify (married/children).

Effective January 1, 2015, there will be no increase in café dollars for the single-level coverage group that is currently at \$7,850.00. Effective January 1, 2016, the Company will increase the café dollars for single-level coverage by \$300.00. Effective January 1, 2017, the Company will increase the café dollars for single-level coverage by \$300.00.

Section 2. The Employer is under no obligation to provide employees health benefits if the employee applies for these benefits outside of the probation period allowed for open enrollment, and the insurance company, due to a health history report, denies the employees application.

Section 3. When an employee is injured on the job and requires medical or hospital care, employee will be taken by someone to receive this care and employee will receive pay for the balance of the shift.

Section 4. The 401(k) plan matching will be up to 4% of the employee's salary. The Employer agrees to deposit both Company Funds and employee contributions on a monthly basis as long as the employee is contributing a total of \$25.00 per month. The Employee contributions will be processed pre-tax through payroll.

Section 5. All employees with more than five (5) five full years of seniority on December 1, 1994 will be credited with two (2) days of severance on December 1, 1994.

An employee shall be credited with their initial two (2) days of severance pay on the December 1st following their fifth anniversary and an additional one (1) day on each subsequent December 1st until they have accumulated six (6) days of severance pay.

Accumulated severance will be paid upon retirement or termination with two (2) weeks' notice, unless the employee has greater than ten (10) years seniority, then accumulated severance pay will be paid at end of employment for any reason.

Severance pay shall be paid at the rate of eight (8) hours per severance day.

ARTICLE 21 - EMPLOYEE SAFETY AND HEALTH

Section 1. Attendance at safety and training meetings is required. All time will be compensated. The Company will provide a complete calendar with the dates and times of upcoming safety meetings prior to January 1 of each calendar year for the entire year. Calendar is subject to change per business demands; any changes will be noted on the posted calendar as soon as possible. Employer will offer more meetings on lap days in an effort to allow employees to attend safety and training meetings during their regularly scheduled shifts. Section 1 of Article 21 will go into effect March 1, 2013.

Section 2. Safety Equipment and protective clothing will be furnished to the employee and will be replaced on a "trade in basis" at no charge to the employee. This only applies to items returned which need replacement due to normal use.

ARTICLE 22 - FUNERAL LEAVE

In the event of death in an employee's immediate family, an employee who has twelve months or more of continuous service will be granted leave time with full pay for attending the funeral as follows:

- (a) In event of death of mother, father, spouse, child, stepparents or step child, up to three (3) days, starting with the day of or the day after the death if the days coincide with employee's scheduled work days.
- (b) In event of death of brother, sister, mother-in-law, or father-in-law, for the day of the funeral, if it coincides with one of the employee's scheduled days of work, and if employee attends the funeral.
- (c) In event the funeral for a brother or sister of an employee is held outside of a 100 mile radius of the Twin City Metropolitan Area, the employee shall be granted three (3) days, if it coincides with the employee's scheduled work days and if employee attends the funeral.
- (d) In the event of the death of a grandparent or grandchild of an employee one (1) day, for the day of the funeral, if it coincides with one of the employees scheduled days of work, and if the employee attends the funeral.
- (e) Employees are eligible for up to five (5) days unpaid leave at employee's discretion in all funeral leave cases listed. Employee must notify the Company in advance if he/she would like to utilize the extra day(s).

ARTICLE 23 - NON DISCRIMINATION

The Employer and the Union agree to continue to follow a policy of non-discrimination on the basis of race, color, religion, national origin, sex and sexual orientation or age, as set forth under Title VII of the Civil Rights Act of 1964.

ARTICLE 24 - JURY DUTY

The Employer will reimburse an employee who has worked for the Employer for two (2) years or more for the difference between the employee's normal earnings for the time absent because of jury service and the amount received for such jury service, on a showing that the employee has returned to work every day of such period when employee was excused from jury service on or before 12:00 noon, and upon a showing of satisfactory evidence of the amount received for jury service. Reimbursement shall not exceed eighty (80) hours per calendar year.

ARTICLE 25 - TERMINATION CLAUSE

Obligations of Local Union and Officers: The Union, its officers, agents, members, and employees covered by this Agreement agree that they will immediately take and continue to take all reasonable steps to restore the facility to full operations.

This Agreement shall be in full force and effect from December 1, 2014 and including November 30, 2017, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

During the term of this Agreement or any renewal or extension, there shall be no strike, slowdowns, or lockouts over any matter, which is subject to the grievance procedure. Any employee who participates in such strike or slowdown shall be subject to disciplinary action, including discharge.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 21st day of January, 2015.

GOPHER RESOURCE

By: Catherine Anubio

Title: HR Generalist

By: Nick DerD

Title: Vice President - HR

TEAMSTERS LOCAL UNION NO. 120

By: [Signature]

Title: President

By: Chris Riley

Title: Business Agent

COMMITTEE

By

By

By

By

(b) (6), (b) (7)(C)

LETTER OF AGREEMENT

between

GOPHER RESOURCE

and

TEAMSTERS LOCAL NO. 120

Maintenance employees are responsible for the routine, recurring work required to keep the production plant in such condition that it may be continuously used for its intended purpose. In the event that the subcontractors are performing routine work that employees at the Company are qualified to perform then the Company must offer overtime work to Gopher Resource Company employees.

AGREED TO THIS 21st DAY OF JANUARY, 2015

GOPHER RESOURCE COMPANY

TEAMSTERS LOCAL NO. 120

By: Catherine Ambo

By: Chris Riley BA 120

MAINTENANCE APPRENTICESHIP PROGRAM

MAINTENANCE PROGRAM

When entry-level positions become available within the department, the Company will give first consideration to internal candidates. To protect the maintenance employee and others, minimum requirements must be met before a candidate can be admitted to the program.

REQUIREMENTS FOR ADMISSION

- 1) High school diploma/GED is required to be admitted
- 2) Mechanical and mathematical aptitude by passing written test with a 70% passing score
- 3) Agreement to continue maintenance education in necessary program areas
- 4) Six (6) months continuous experience in Gopher Resource Company production (or equivalent outside experience)
- 5) Attendance must be at no more than six (6) occurrences at time of admittance to program
- 6) Interview with Maintenance Management based on the criteria listed under "acceptance into the program"
- 7) Candidates who do not pass the mechanical and mathematical aptitude tests will not be allowed to retake the tests until they have demonstrated the initiative to obtain outside experience (i.e.: maintenance classes)

Note: Mobile Equipment Mechanic, in addition to the above, must also have completed training in basic fluid power and basic D.C. electrical class before he/she can apply.

ACCEPTANCE INTO THE PROGRAM

Maintenance management selects candidates based upon the admission requirements and interview items listed below. Maintenance management will check-in with employees, lead people, and supervisors that have worked with the candidate(s) to get a clear picture of the candidate.

- Ability to work independently as well as with a team, without continued supervision
- Demonstrates eagerness and willingness for new instruction and continued education
- Listens to constructive feedback from upper levels including senior craftsman
- Work experience and past performance
- Communication skills – ability to comprehend as well as convey maintenance information in a professional manner
- Disciplinary warning slips in effect at time of interview will be taken into consideration

PROGRESS CHECKS AND CONTINUATION IN THE PROGRAM

Maintenance management will conduct a quarterly review (third, sixth, ninth, twelfth month) and a final apprenticeship review at 18 months to check progress of apprentice. During the eighteen (18) months the apprentice must be working toward and have level I Maintenance complete as the eighteen (18) months comes to closure. Feedback will be sought from maintenance employees that are working most closely with the apprentice to assess level of aptitude within the program throughout the eighteen (18) months. In the event that the apprentice is not meeting expectations within the program he/she may be removed from the position at any point in the first eighteen (18) months and placed back into production in an available position.

"Note: Any leaves (FMLA, short-term or long-term disability, leave of absence, etc.) during the 18 months will be reviewed and discussed between the Company and Union to determine if an extension of the 18 month program is applicable.

IF NOT ACCEPTED TO PROGRAM

If the event that an employee is not selected for the program he/she will be given feedback regarding course work, attendance, ability to work with others, etc., in an effort to assist the employee in getting him/herself in a good place to be considered again when there are future openings should he/she continue to be interested.

SKILLED POSITION VACANCIES

Higher-level positions within the maintenance department require higher-level skills and these requirements must be met to fill the position(s). Consideration for higher-level position(s) is based on skill. An apprentice and/or other level position already held within the department will not automatically be moved into the "open" position. Depending on experience within the department and level of the position available, Gopher Resource Company may go outside of the Company to hire for the open position.



(b) (6), (b) (7)(C) 2017

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

Gopher Resource is committed to maintaining a safe work environment for all employees.

On (b) (6), (b) (7)(C)/17, you were involved in a molten metal safety incident in which you deviated from procedure that you have been properly trained on when you added water on to molten metal while it was still pouring, which created an explosion of molten lead that endangered the safety of yourself and anyone else in the area. A thorough investigation of the incident concluded that your conduct represented a serious violation of Gopher Resource's Cardinal Rules policy that prohibits "failure to follow molten metal safety procedures". As a result, your employment with Gopher Resource has been terminated, effective (b) (6), (b) (7)(C), 2017.

On Friday, (b) (6), (b) (7)(C) 2017, you will receive a final paycheck for all hours worked through your termination date. Employee Benefits Corporation (800-346-2126) will be contacting you regarding continued health coverage options through COBRA, if applicable. If you are currently participating in the GR 401(k) retirement benefit, Wells Fargo (800-728-3123) will be mailing you information on distribution options.

Please pick up your locker contents and turn-in your mailbox key at the HR window by Friday, (b) (6), (b) (7)(C). If you have any remaining balance on your lunchroom account that you would like to retrieve, please contact C&S Vending at 1-800-642-6254 or service@csvgending.com.

As a reminder, you must also contact your local union office at 763-267-6120 to request a Withdrawal Card within ninety (90) days of your termination date.

We wish you the best of luck in your future endeavors.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), Gopher Resource

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @gopherresource.com



(b) (6), (b) 2018

VIA EMAIL & REGULAR MAIL

Chris Riley, Business Agent
Teamsters Local 120
9422 Ulysses Street NE, Suite 120
Blaine, MN 55434

RE: Grievance No. (b) (6), (b) (7)(C) / (b) (6), (b) (7)(C)

Dear Chris:

We received your (b) /2017 notice seeking to move Grievance No. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) to arbitration. (b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C) employee when (b) (6), (b) (7)(C) employment was terminated. Thus, even though we had ample cause to terminate (b) (6), (b) (7)(C) employment ((b) (6), (b) (7)(C) committed a cardinal rule violation, which lead directly to an explosion within the plant), we did not need cause to do so and, according to Article 1, Section 3 of the parties' CBA (b) (6), (b) (7)(C) discharge "shall not be considered as a subject of a grievance nor become the subject of a dispute with the Union." As a result, we will not agree to arbitrate this grievance, nor will we strike arbitrators.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), Gopher Resource

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@gopherresource.com

G- (b) (6), (b) (7)(C) G- (b) (6), (b) (7)(C) ((b) (6), (b) (7)(C))

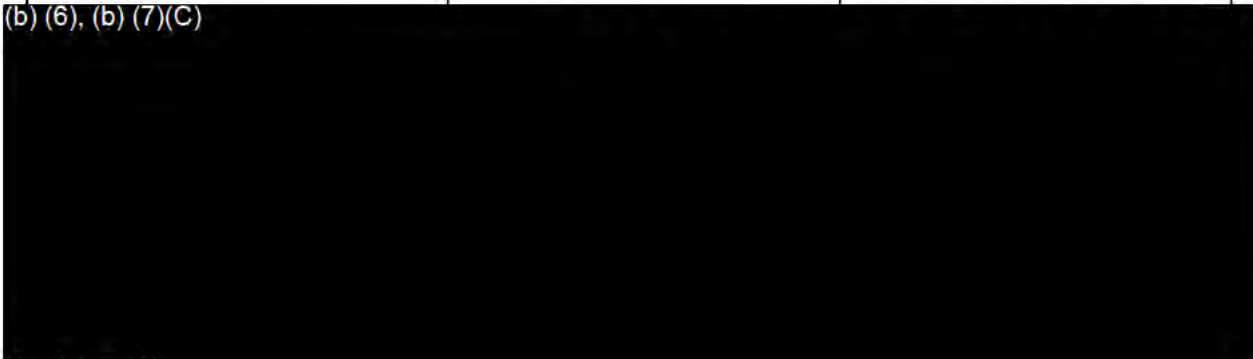
**LOCAL 120 / GOPHER
JOINT COMMITTEE HEARING**

December 21, 2017

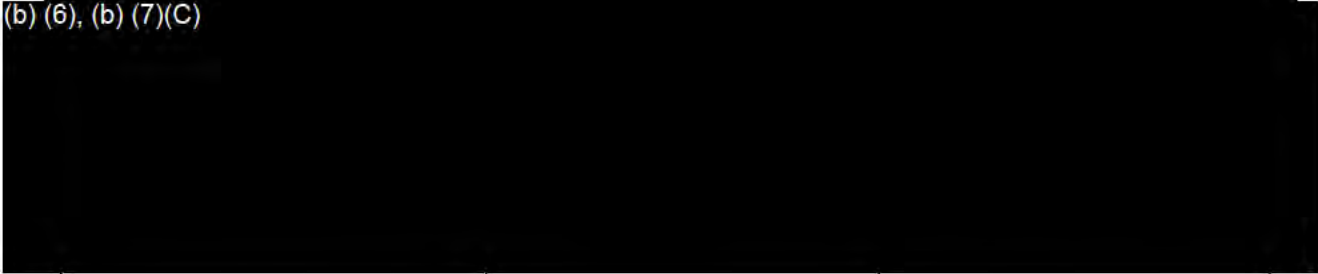
SIGN-IN SHEET

NAME	PRINT NAME	COMPANY / UNION
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(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)





TEAMSTERS LOCAL UNION NO. 120



GRIEVANCE FORM

Number: G (b) (6), (b) (7)(C)

GRIEVANT INFORMATION

First: (b) (6), (b) (7)(C) Last: (b) (6), (b) (7)(C) Phone: (b) (6), (b) (7)(C)
Address: (b) (6), (b) (7)(C) City: (b) (6), (b) (7)(C) State: (b) (6), (b) (7)(C) Zip: (b) (6), (b) (7)(C)
Crew/Shift: Email:

COMPANY INFORMATION

Company: Gopher Contact: (b) (6), (b) (7)(C)
Address: 2900 Lone Oak Pkwy #140 City: Eagan State: MN Zip: 55121
Fax/email: (b) (6), (b) (7)(C) Steward: (b) (6), (b) (7)(C) Date Filed: (b) (6), (b) (7)(C)/17

COMPLAINT DETAILS

The Company violated the contract when I was terminated on (b) (6), (b) (7)(C) 2017. Violation of Article 7 of the CBA and any/all other applicable articles and/or pertinent information.

REQUESTED REMEDY

Requesting immediate reinstatement with all back pay, seniority, and all other contractual benefits. More evidence to be provided at time of hearing.

Member's Signature: (b) (6), (b) (7)(C)

GRIEVANCE OUTCOME

heard (b) (6), (b) (7)(C) - 17

Complaint Taken By: office (b) (6)

Date: (b) (6), (b) (7)(C)/17

Agent Name: Chris Riley

Date: (b) (6), (b) (7)(C)/17





(b) (6), (b) (7)(C) 2017

(b) (6), (b) (7)(C)

Dear Cartier:

Gopher Resource is committed to maintaining a safe work environment for all employees.

On (b) (6), (b) (7)(C)/17, you were involved in a molten metal safety incident in which you deviated from procedure that you have been properly trained on when you added water on to molten metal while it was still pouring, which created an explosion of molten lead that endangered the safety of yourself and anyone else in the area. A thorough investigation of the incident concluded that your conduct represented a serious violation of Gopher Resource's Cardinal Rules policy that prohibits "failure to follow molten metal safety procedures". As a result, your employment with Gopher Resource has been terminated, effective (b) (6), (b) (7)(C) 2017.

On Friday, (b) (6), (b) (7)(C) 2017, you will receive a final paycheck for all hours worked through your termination date. Employee Benefits Corporation (800-346-2126) will be contacting you regarding continued health coverage options through COBRA, if applicable. If you are currently participating in the GR 401(k) retirement benefit, Wells Fargo (800-728-3123) will be mailing you information on distribution options.

Please pick up your locker contents and turn-in your mailbox key at the HR window by Friday, (b) (6), (b) (7)(C). If you have any remaining balance on your lunchroom account that you would like to retrieve, please contact C&S Vending at 1-800-642-6254 or service@csvending.com.

As a reminder, you must also contact your local union office at 763-267-6120 to request a Withdrawal Card within ninety (90) days of your termination date.

We wish you the best of luck in your future endeavors.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), Gopher Resource

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @gopherresource.com

Training History

(b) (6), (b) (7)(C) completed new hire training on A shift with (b) (6), (b) (7)(C) for 2 months, and was moved to (b) (6), (b) (7)(C) own shift effective (b) (6), (b) (7)(C) 17

(b) (6), (b) (7)(C) has completed the following relevant training:

Dates:	Training Course
8/2/17	Reverb Lead Side Operation

Past Practice (Similar Violations)

- No other similar infractions known

Recommendation

This type of incident could've resulted in a serious injury not only to (b) (6), (b) (7)(C) but any Gopher Resource employee that could've been working in the furnace area.

Based on the investigation, our recommendation is to terminate (b) (6), (b) (7)(C) based on the following:

1) Cardinal Rule: Molten Metal Protection:

- Failure to Follow Molten Metal Safety Procedures.

2) Egan Plant Policies and Procedures #8:

- Never dump metal, slag, furnace skim, or matte while molten. Let material stand and make certain that it is solid before dumping. **A violent explosion is likely to occur if any of the above materials come into contact with water or wet ground.**

Decision

The Safety Review Board upholds recommendation to terminate employment. Decision received (b) (6), (b) (7)(C) 17.

Cardinal Rule/ Safety Incident Investigation Summary

(b) (6), (b) (7)(C) Incident (b) (6), (b) (7)(C) /17

Investigation Team

(b) (6), (b) (7)(C)

Summary of Incident

- Incident occurred on the lead side of the Reverb furnace around 01:50 AM on (b) (6), (b) (7)(C) /17
- Video footage shows (b) (6), (b) (7)(C) working the lead side of the Reverb furnace. While filling mold #8, (b) (6), (b) (7)(C) is seen reaching for the water bucket and pouring water through the door of the doghouse onto the lead that was still pouring into the mold. The mixture of water with the pouring lead caused the lead to pop due to the trapped steam, and molten lead sprayed back at (b) (6), (b) (7)(C) while (b) (6), (b) (7)(C) was standing at the door of the dog house.
- (b) (6), (b) (7)(C) went into the blast office to make sure (b) (6), (b) (7)(C) was okay, and (b) (6), (b) (7)(C) saw (b) (6), (b) (7)(C) and asked what happened, and that is when (b) (6), (b) (7)(C) reported what had happened.
- (b) (6), (b) (7)(C) was suspended on (b) (6), (b) (7)(C) /17 pending investigation

Witness Statement Summary

- (b) (6), (b) (7)(C) Statement
 - Q: So you've added water to the pouring lead before? A: "No, I've never done it that way before."
 - Q: Did you know not to do that before last night? A: "Yea (b) (6), (b) (7)(C) told me before that water would make lead pop if I mixed it. (b) (6), (b) (7)(C) said it would sound like gun shots."
 - (b) (6), (b) (7)(C) thought (b) (6), (b) (7)(C) would "try something new that would be easier for (b) (6), (b) (7)(C)"
 - Said that (b) (6), (b) (7)(C) was trained to use water on mold 8 after it had cleared the doghouse if it was rocking back and forth to stop the splashing, but this is the first time (b) (6), (b) (7)(C) decided to add water before clearing the dog house. (b) (6), (b) (7)(C) wanted to try to "change the timing of it" to make sure it didn't spill when (b) (6), (b) (7)(C) moved the train.
 - Admitted its not in the written procedure and not what (b) (6), (b) (7)(C) trainer showed (b) (6), (b) (7)(C) to do, but said that nobody had told (b) (6), (b) (7)(C) NOT to do it this way
 - Admitted learning about the hazards of mixing lead and water in new hire orientation
 - Said that (b) (6), (b) (7)(C) had told (b) (6), (b) (7)(C) prior to that night that adding water to lead would "pop"
 - Said (b) (6), (b) (7)(C) wasn't injured, just had a small burn on (b) (6), (b) (7)(C) arm but it didn't need first aid.
- (b) (6), (b) (7)(C) Statement:
 - Q: What did you cover during (b) (6), (b) (7)(C) training? "I did not ever show (b) (6), (b) (7)(C) to pour water on pouring lead. I have no idea why (b) (6), (b) (7)(C) would do that. I did show (b) (6), (b) (7)(C) to pour a little water on mold 8 to keep it from sloshing."
 - Q: Did you ever tell (b) (6), (b) (7)(C) that water and lead together can pop? "Yes, I did, I told (b) (6), (b) (7)(C) it would pop if you mix them."
 - Q: Sorry to be redundant, but you explicitly told (b) (6), (b) (7)(C) what would happen if you mix water and lead? "Oh, yea we talked about that it could pop. It actually popped on us one time, so (b) (6), (b) (7)(C) knew."
 - (b) (6), (b) (7)(C) has told (b) (6), (b) (7)(C) that mixing water and lead would pop about a month ago
 - (b) (6), (b) (7)(C) has witnessed water making lead pop before, so (b) (6), (b) (7)(C) knows what happens

Performance History

(b) (6), (b) (7)(C) has been employed since (b) (6), (b) (7)(C) as a (b) (6), (b) (7)(C) worker. (b) (6), (b) (7)(C) transferred over to (b) (6), (b) (7)(C) employee in the plant on (b) (6), (b) (7)(C) /17 and has worked in furnaces since (b) (6), (b) (7)(C) transferred over. No documented performance issues since (b) (6), (b) (7)(C) began in furnaces.



Cardinal Environmental Health and Safety Rules Policy

The purpose of the Cardinal Environmental Health and Safety Rules Policy is to establish expectations for fairly and consistently applied rules and disciplinary actions necessary to drive appropriate environmental, health and safety (EH&S) behaviors in alignment with our Corporate EH&S Policy and the GR Code of Business Conduct.

This Policy applies to all GR operations and locations, and to all employees, visitors, and contractors. All requirements in this Policy document must be followed unless specifically prohibited by local law.

The Cardinal EH&S Rules are a set of rules that are to be enforced in every location and operation wherever we do business. The prohibited or restricted actions addressed by the Cardinal EH&S Rules are considered to have such great potential for injury, death, or environmental harm that any employee who engages in such actions should expect that he/she will be subject to immediate discharge, absent extenuating circumstances. Compliance with the Cardinal EH&S Rules is essential for the welfare of all employees and a condition of employment for everyone working at GR.

Employee failure to follow the Cardinal EH&S Rules outlined below will result in immediate suspension, pending investigation and disciplinary action up to and including termination of employment. Contractors and visitors who violate the Cardinal EH&S Rules will be subject to immediate removal from the premises.

Each incident will be reviewed by a Safety Review Board consisting of company officers including the Plant Manager for the location at issue. Others may be asked to join a particular Safety Review Board, based on experience and/or subject matter expertise, on an ad hoc basis. The purpose of the Safety Review Board is to ensure consistent application of the Cardinal Rules and any subsequent disciplinary actions across the company.

Cardinal Environmental Health & Safety Rules

(b) (4)

A large black rectangular box covers the majority of the page, indicating that the content has been redacted under FOIA exemption (b)(4).

(b) (4)





Employee Discussion Notes

Employee: (b) (6), (b) (7)(C)

Representative: (b) (6), (b) (7)(C)

Others Present:

Discussion Date: (b) (6), (b) (7)(C) /17

Incident Date: (b) (6), (b) (7)(C) /17

RE: (b) (6), (b) (7)(C) Statement - Molten Metal Incident (b) (6), (b) (7)(C) /17

Called (b) (6), (b) (7)(C) /17 1:15PM – No answer, unable to leave voicemail (mailbox full). Sent email to (b) (6), (b) (7)(C) requesting (b) (6), (b) (7)(C) call (b) (6), (b) (7)(C) prior to the start of (b) (6), (b) (7)(C) next shift.

3:35PM Phone Call (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C): Can you walk us through what happened this morning?

(b) (6), (b) (7)(C): It happened around 4:00AM or maybe 3:00. A slug was filling up, and while it was filling I threw some water on it to help solidify the mold so it doesn't rock back and forth when you move the train and spill on the floor. It ended up popping and spraying lead out on me.

(b) (6), (b) (7)(C): Is this something you've done before?

(b) (6), (b) (7)(C): Yea I was told I could use water when its rocking back and forth like that, so that's what I did. No one ever told me not to do it the way I did last night.

(b) (6), (b) (7)(C): What made you decide to different than you usually do?

(b) (6), (b) (7)(C): It wasn't different, I just threw water on it because I was told to use water.

(b) (6), (b) (7)(C): So you've added water to the pouring lead before?

(b) (6), (b) (7)(C): No I've never done it that way before.

(b) (6), (b) (7)(C): So normally what do you do?

(b) (6), (b) (7)(C): Always usually use water after I move it from the dog house. I did it earlier this time to make sure it didn't spill on the floor when I moved the train, I wanted to see if I could change the timing of it. What I was taught was that I could throw water on the mold to make sure it hardens up.

(b) (6), (b) (7)(C): What happened when you added the water?

(b) (6), (b) (7)(C): It popped in my face

(b) (6), (b) (7)(C): Was there still lead going into the mold when you added water?

(b) (6), (b) (7)(C): Yes

(b) (6), (b) (7)(C): Do you know what happens when you mix water and lead together?

(b) (6), (b) (7)(C): Well I found out last night

(b) (6), (b) (7)(C): But did you know not to do that before last night?

(b) (6), (b) (7)(C): Yea, (b) (6), (b) (7)(C) told me before that water would make lead pop if I mixed it. (b) (6), (b) (7)(C) said it would sound like gun shots.

(b) (6), (b) (7)(C): (b) (6), (b) (7)(C) told you that last night?

(b) (6), (b) (7)(C): No it was before last night that (b) (6), (b) (7)(C) told me

(b) (6), (b) (7)(C): So if you knew it would pop, why did you do it?

(b) (6), (b) (7)(C): Because they told me I could use water on it

(b) (6), (b) (7)(C): When it popped, did any of the spraying lead come in contact with you?



Employee Discussion Notes

(b) (6): Yea small burn on left arm but doesn't really show. A little red spot. Not big at all, inch or two wide.

(b) (6): Did you apply any First aid to the burn?

(b) (6): No I didn't need to

(b) (6): What did you do after it happened?

(b) (6): A couple minutes after I went to blast office to make sure I was alright. Then I went to go back to work but that's when (b) (6), (b) (7) called me back into the office.

(b) (6): How did (b) (6), (b) (7) find out about what happened?

(b) (6): (b) (6) saw it on the cameras

(b) (6): Were you going to tel (b) (6), (b) (7)(C) what had happened to report the incident?

(b) (6): Yea I mean I was in the blast office, everyone saw what happened, (b) (6), (b) (7) was going to find out regardless

(b) (6): You said you were in the office and that you were going to go back out to work though

(b) (6): Yea...

(b) (6): How long have you been working in furnaces?

(b) (6): I started in (b) (6), (b) (7) in (b) (6), (b) (7)(C) but I started furnaces on (b) (6), went I transferred to the plant

(b) (6): Always been in furnaces since (b) (6) ?

(b) (6): Yes

(b) (6): Who is your trainer?

(b) (6): (b) (6), (b) (7)(C)

(b) (6): How did (b) (6), (b) (7)(C) train you to use water in your training?

(b) (6): All (b) (6) told me was that I could use water if you see it rocking back and forth.

(b) (6): Was it rocking back and forth?

(b) (6): No I hadn't pressed the button yet to move it forward it was still pouring

(b) (6): So if you were trained to add water if its rocking back and forth, why did you add water when it wasn't rocking?

(b) (6): I knew it would rock, and (b) (6) said if I knew it was going to rock, go ahead and throw water on it.

(b) (6): Do you remember talking about water and lead in orientation?

(b) (6): Yea I remember, its been awhile but a little bit

(b) (6): What do you remember from the training?

(b) (6): That water and lead don't mix

(b) (6): Was there anyone else in the area when it happened?

(b) (6): A few coworkers

(b) (6): Were they impacted when it sprayed?

(b) (6): No they were fine

(b) (6): Did you ask them if they were fine?

(b) (6): Yea. In the office.

(b) (6): Who was around?

(b) (6): (b) (6), (b) (7), (b) (6), (b) (7)(C), another guy can't remember name – there were a few of us in there.



Employee Discussion Notes

(b) (6): How many times do you think you've worked the lead side of the Reverb?

(b) (6): Couldn't tell you

(b) (6): Do you feel confident working on the lead side?

(b) (6): Yea I'm confident working on both sides, it was just a bad night for me that's all.

(b) (6), (b) (6), (b) (7)(C): this is obviously a pretty serious accident that we need to take very seriously because it could have had very dangerous consequences. We won't be able to have you come back to work until we finish our investigation. You are suspended without pay until we have the chance to look into this more, so you don't need to come to work until you hear from me.

(b) (6): Will I be charged with a no call no show?

(b) (6): No

(b) (6): Okay

Representative Signature:

Print Name:

Title:

(b) (6), (b) (7)(C)

Date:

(b) (6), (b) (7)(C)

17

Representative Signature:

Print Name:

Title:

(b) (6), (b) (7)(C)

Date:

(b) (6), (b) (7)(C)

17

Representative Signature:

Print Name:

Title:

(b) (6), (b) (7)(C)

Date:

(b) (6), (b) (7)(C)

17



TEAMSTERS LOCAL UNION NO. 120



GRIEVANCE FORM

Number: (b) (6), (b) (7)(C)

GRIEVANT INFORMATION

First: (b) (6), (b) (7)(C) Last: (b) (6), (b) (7)(C) Phone: (b) (6), (b) (7)(C)
Address: (b) (6), (b) (7)(C) City: (b) (6), (b) (7)(C) State: (b) (6), (b) (7)(C) Zip: (b) (6), (b) (7)(C)
Crew/Shift: Email:

COMPANY INFORMATION

Company: Gopher Contact: (b) (6), (b) (7)(C)
Address: 2900 Lone Oak Pkwy #140 City: Eagan State: MN Zip: 55121
Fax/email: (b) (6), (b) (7)(C) Steward: (b) (6), (b) (7)(C) Date Filed: (b) (6), (b) (7)(C)/17

COMPLAINT DETAILS

The Company violated the contract when on (b) (6), (b) (7)(C) 2017 I was suspended pending investigation. Violation of Article 7 of the CBA and any/all other applicable articles and/or pertinent information.

REQUESTED REMEDY

Requesting immediate reinstatement with all back pay, seniority, and all other contractual benefits. More evidence to be provided at time of hearing.

Member's Signature: (b) (6), (b) (7)(C)

GRIEVANCE OUTCOME

Complaint Taken By: office (b) (6)

Date: (b) (6), (b) (7)(C)/17

Agent Name: Chris Riley

Date: (b) (6), (b) (7)(C)/17





TEAMSTERS LOCAL UNION NO. 120



GRIEVANCE FORM

Number: (b) (6), (b) (7)(C)

GRIEVANT INFORMATION

First: (b) (6), (b) (7)(C) Last: (b) (6), (b) (7)(C) Phone: (b) (6), (b) (7)(C)
Address: (b) (6), (b) (7)(C) City: (b) (6), (b) (7)(C) State: (b) (6), (b) (7)(C) Zip: (b) (6), (b) (7)(C)
Crew/Shift: Email:

COMPANY INFORMATION

Company: Gopher Contact: (b) (6), (b) (7)(C)
Address: 2900 Lone Oak Pkwy #140 City: Eagan State: MN Zip: 55121
Fax/email: (b) (6), (b) (7)(C) Steward: (b) (6), (b) (7)(C) Date Filed: (b) (6), (b) (7)(C)/17

COMPLAINT DETAILS

The Company is violating the contract by not honoring my original seniority date. Violation of Article 4 of the CBA and any/all other applicable articles and/or pertinent information.

REQUESTED REMEDY

Requesting the Company cease and desist and recognize my seniority original seniority date. More evidence to be provided at time of hearing.

Member's Signature: (b) (6), (b) (7)(C)

GRIEVANCE OUTCOME

Complaint Taken By: office (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C)/17

Agent Name: Chris Riley

Date: (b) (6), (b) (7)(C)/17





TEAMSTERS LOCAL UNION NO. 120 GRIEVANCE FORM



Number: (b) (6), (b) (7)(C)

GRIEVANT INFORMATION

First Name: (b) (6), (b) (7)(C) Last Name: (b) (6), (b) (7)(C) Phone: (b) (6), (b) (7)(C)
Address: (b) (6), (b) (7)(C) City: (b) (6), (b) (7)(C) State: (b) (6), (b) (7)(C) Zip: (b) (6), (b) (7)(C)

COMPANY INFORMATION

Company Name Gopher Resource, LLC Contact: (b) (6), (b) (7)(C)
Address: 685 Yankee Doodle Rd City: Eagan State: MN Zip 55121
Fax: (b) (6), (b) (7)(C) Steward Name: (b) (6), (b) (7)(C) Date Filed: (b) (6), (b) (7)(C) 2017

COMPLAINT DETAIL

The Company violated the contract when I had signed for (b) (6), (b) (7)(C) and it was awarded to a junior employee. Violation of Article 4 of the CBA and any/all other applicable articles and/or pertinent information. Requesting the Company cease and desist, honor my seniority, and to be awarded the (b) (6), (b) (7)(C) position immediately with all lost wages and all other contractual benefits. More evidence to be provided at time of hearing.

Member's Signature: (b) (6), (b) (7)(C) ☒ Signature on file(when checked)

DISPOSITION MADE

heard (b) (6), (b) (7)(C) 17 Co to get (b) (6), (b) (7)(C) into
plant lining process & hear the seniority issue at
Joint Committee Panel hearing over the open (b) (6), (b) (7)(C) posit.
eJR (b) (6), (b) (7)(C) 17

Complaint Taken By: office (b) (6), (b) (7)(C) Date: (b) (6), (b) (7)(C) /2017

Agent Name Chris Riley Date: (b) (6), (b) (7)(C) /2017



7 Tests of Just Cause

1. Reasonable Rule or Work Order?

2. Notice of Rule or change and consequences?

3. Sufficient Investigation?

4. Fair and Impartial Investigation?

5. Proof of a violation?

6. Equal Treatment?

7. Appropriate Discipline?

GA/7

GOPHER RESOURCE JOINT COMMITTEE

HEARING DATE: (b) (6), (b) (7)(C), 2017
TEAMSTERS LOCAL NO. 120
9422 Ulysses Street NE
Blaine, MN 55434

(b) (6), (b) (7)(C)

- GRIEVANCE NO. _____

(b) (6), (b) (7)(C)

UNION COMMITTEE: (b) (6), (b) (7)(C)

COMPANY COMMITTEE: (b) (6), (b) (7)(C)

CHAIRPERSON: (b) (6), (b) (7)(C)

SECRETARY:

PRESENTING FOR THE UNION: (b) (6), (b) (7)(C)

PRESENTING FOR THE COMPANY: (b) (6), (b) (7)(C)

STEWARDS PRESENT: (b) (6), (b) (7)(C)

WITNESSES PRESENT: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

DECISION: Deadlocked (b) (6), (b) (7)(C)

Secretary: (b) (6), (b) (7)(C)

Date Signed: 1/2017



Grievance (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C)

RE: Suspension of Employment, Termination of Employment

Grievant: (b) (6), (b) (7)(C) (original hire date: (b) (6), (b) (7)(C); Plant hire date: (b) (6), (b) (7)(C))

Joint Committee Members: (b) (6), (b) (7)(C), Union Representative (TBD)

Union Representatives: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

Company Representatives: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

COMPANY – STATEMENT OF FACTS

Current Level of Discipline (Pending Grievance): Suspension of Employment, Termination of Employment

- (b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C) employee at the time of (b) (6), (b) (7)(C) termination, and is therefore not entitled to the grievance process over this matter
 - (b) (6), (b) (7)(C) began (b) (6), (b) (7)(C) full-time position at the plant on (b) (6), (b) (7)(C)
 - According to Article 1, Section 3 of the Collective Bargaining Agreement in effect at the time of the incident: “A newly hired employee or a former employee who is rehired shall be a probationary employee for his/her first ninety full working days of employment. During the ninety full working day period, employee must perform normal plant duties at full capacity.... If the employee is terminated at any time during this probationary period, such termination shall not be considered as a subject of a grievance nor become the subject of a dispute with the union.” (SEE PAGE 1)
 - (b) (6), (b) (7)(C) has only logged 54 full working shifts working at full capacity in the plant before the date of the incident. (SEE PAGE 2)
- (b) (6), (b) (7)(C) engaged in a Cardinal Rule Violation, which would have resulted in termination regardless of (b) (6), (b) (7)(C) status.
 - On (b) (6), (b) (7)(C) 2017 around 1:50AM, (b) (6), (b) (7)(C) was working on the lead side of the Reverb furnace. When (b) (6), (b) (7)(C) was filling mold #8 with lead, (b) (6), (b) (7)(C) is seen reaching for the water bucket and pouring water through the door of the dog house onto the molten lead that was still pouring into the mold. The mixture of water with the pouring lead caused the lead to pop due to the trapped steam, and molten lead sprayed back at (b) (6), (b) (7)(C) while (b) (6), (b) (7)(C) was standing at the door of the doghouse. (SEE VIDEO FOOTAGE #1)
 - (b) (6), (b) (7)(C) was suspended pending investigation on (b) (6), (b) (7)(C) /17
 - Upon completion of the investigation, the findings were submitted to the Safety Review Board on (b) (6), (b) (7)(C) /17. Upon review, the Safety Review Board concluded that (b) (6), (b) (7)(C) conduct represented a serious violation of Gopher Resource’s Cardinal Rules Policy for “Failure to Follow Molten Metal Procedures” As a result (b) (6), (b) (7)(C) employment was terminated, effective (b) (6), (b) (7)(C) /17. (SEE PAGES 3-4)
- (b) (6), (b) (7)(C) was given an opportunity to provide a statement several times during the investigation, and admitted to conduct that constituted a cardinal rule violation.
 - In (b) (6), (b) (7)(C) statement (b) (6), (b) (7)(C) acknowledged that (b) (6), (b) (7)(C) had never added water in that way before and admitted that its not the procedure that (b) (6), (b) (7)(C) trainer had shown (b) (6), (b) (7)(C) to do, but (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) thought (b) (6), (b) (7)(C) wanted to “try something new that would be easier” for (b) (6), (b) (7)(C) and that no one had told (b) (6), (b) (7)(C) NOT to do it that way. (b) (6), (b) (7)(C) also admitted that (b) (6), (b) (7)(C) knew that water on pouring lead would pop if (b) (6), (b) (7)(C) mixed it, because (b) (6), (b) (7)(C) had told (b) (6), (b) (7)(C) previously. (SEE PAGES 5-7)

- (b) (6), (b) (7)(C) was fully trained on proper procedures and not to mix water with molten lead
 - (b) (6), (b) (7)(C) was interviewed during the investigation, and (b) (6) confirmed that (b) (6), (b) (7)(C) had been told that mixing lead and water would pop, and that (b) (6) had never trained (b) (6), (b) (7)(C) to add water the way that (b) (6) did. (SEE SUMMARY ON PAGE 3)
 - (b) (6), (b) (7)(C) admitted in (b) (6) statement that (b) (6), (b) (7)(C) had told (b) (6), (b) (7)(C) that mixing lead and water would pop.
 - According to Safety Rule #8 of the Plant Operations Handbook: "Never dump metal, slag, furnace skim, or matte while molten... a violent explosion is likely to occur if any of the above materials come into contact with water or wet ground." (SEE PAGE 8)
 - (b) (6), (b) (7)(C) signed off on the Plant Operations Handbook on (b) (6), (b) (7)(C) 17 (SEE PAGE 9)
- (b) (6), (b) (7)(C) was fully trained on Cardinal Rules policy, and was aware that violation of Molten Metal Procedures could lead to termination.
 - According to the Cardinal Environmental Health and Safety Rules policy: "The Cardinal EH&S Rules are a set of rules that are to be enforced in every location and operation wherever we do business. The prohibited or restricted actions addressed by the policy are considered to have such great potential for injury, death, or environmental harm that any employee who engages in such actions should expect that he/she will be subject to immediate discharge." (SEE PAGES 10-11)
 - (b) (6), (b) (7)(C) was trained on Cardinal Rules Policy in New Hire Orientation on (b) (6), (b) (7)(C) (SEE PAGE 12)
- The Company upheld its obligations under Article 7 – "Discharge" of the Collective Bargaining Agreement
 - According to Article 7 of the Collective Bargaining Agreement in effect at the time of the incident: "...no warning notice need be given to an employee before he/she is discharged, if the cause of such discharge is... [a] major violation of Employer's rules.... Discharge must be by written notice to the employee, with a copy to the union" (SEE PAGE 13)
 - (b) (6), (b) (7)(C) was issued a termination letter on (b) (6), (b) (7)(C) /17 (SEE PAGE 14)
 - The union was issued written notice to the union via email on (b) (6), (b) (7)(C) /17 (SEE PAGE 15)

WORKING AGREEMENT

This Agreement made and entered into by and between GOPHER RESOURCE (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL UNION NO. 120, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union"), shall be binding upon the parties as hereinafter provided.

ARTICLE 1 - UNION SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

Section 2. All present employees who are members of the Union on the effective date of this Agreement, or on the date of execution of the Agreement, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired thereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this Agreement, whichever is later.

Section 3. A newly hired employee or a former employee who is rehired shall be a probationary employee for his/her first ninety (90) full working days of employment. During the ninety (90) full working day period, employee must perform normal plant duties at full capacity. A maintenance employee shall be a probationary employee for his/her first one hundred and twenty (120) full working days of employment.

If the employee is terminated at any time during this probationary period, such termination shall not be considered as a subject of a grievance nor become the subject of a dispute with the union.

Section 4. The Employer will deduct Union dues and initiation fees from those employees who have signed legal authorization cards, authorizing such deduction and the Employer will remit such deducted Union dues and initiation fees promptly to the Union after receiving a statement of amounts owing from the Union.

The Employer will not be held responsible for the accuracy of the Union's statement of deductions nor is the Employer to be held responsible for any employee concerns arising from mistakes concerning money taken from the employee paycheck based on the statement deductions provided by the union.

Section 5. D.R.I.V.E.: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis in one check the total amount deducted along with

NO break
in service

/17 - (b) /17

②

ACKNOWLEDGMENT AND RECEIPT OF PLANT OPERATIONS HANDBOOK

This is to acknowledge that I have received a copy of the Gopher Resource LLC Plant Operations Employee Handbook.

I further understand that my employment with Gopher Resource LLC is for no definite period of time and that this handbook is not a contract of employment but rather a helpful summary of the guidelines of current Gopher Resource LLC policies. I understand that I have the opportunity to have any provisions, which I do not understand, explained to me by an HR representative.

By signing below, I acknowledge the company's right to monitor its telephone and computer systems, and I hereby consent to such monitoring. I will not use the company's systems for any communications for which I have an expectation of privacy.

I understand that I am to read and familiarize myself with the contents of this handbook. I understand that during the course of my employment, Gopher Resource LLC may modify, amend, change, or rescind the policies described in the Plant Operations Manual and may do so at any time with or without prior notice to me.

(b) (6), (b) (7)(C)

Employee Name (please print)

(b) (6), (b) (7)(C)

Employee Signature

(b) (6), (b) (7)(C)

Date



Gopher Resource Training Checklist

Name: (b) (6), (b) (7)(C) Signature: (b) (6), (b) (7)(C)

Date: 7/14/17

Cardinal Rules	7/10/17
Lead Standard	
Cadmium & Arsenic	
Right to Know	
STOP Unit 1	
Respirators	
Hygiene & Decontamination	7/16/17
LOTO	
Fall Protection	7/16
Confined Space	7/10
PPE/Hearing Conservation	7/11
Heat Stress	7/11
Proper Lifting/Ergonomics	7/11
Blood Borne Pathogens	7/12
Quality Assurance	7/12
IT Security	7/12
HR Policies	
HR Handbook	
UltiPro Overview	7/12
Benefits Overview	7/12
Drug & Alcohol	7/10
EMS/SWPP/ERP/RCRA	7/12
Worklife (Classroom)	7/12
LMS Overview JBS/SOP	7/12
Fire Extinguisher Training	7/12
Hot Work Permit Training	7/12
DOT/Security	7/12

ARTICLE 7 - DISCHARGE

The Employer shall not discharge any employee without just cause, and shall give at least one (1) warning notice of the complaint against such employee, in writing, and a copy of same to the Union, except that no warning notice need be given to an employee before he/she is discharged if the cause of such discharge is dishonesty, intoxication, chemical impairment or being under the influence of any illegal substance, or recklessness which may result in serious accident while on duty, or major violation of Employer's Rules which do not conflict with the terms of this Agreement.

Warnings shall remain in effect for a period of twelve (12) months. Each new warning, regardless of level, restarts the twelve-month time clock, meaning that that specific warning does not drop off or drop back in level or severity for an entire twelve-month period. Final warnings issued for violation of the drug & alcohol policy shall remain in effect indefinitely.

Discharge must be by written notice to the employee, with a copy to the Union.

ARTICLE 8 - PROTECTION OF RIGHTS - PICKET LINE

Other than as set forth in Article 25 of this Agreement, no employee covered by this agreement can be forced by use of discharge or discipline to cross any lawful picket line.

Section 1. No Lockout. The Employer agrees that so long as this Agreement is in effect there shall be no lockout.

ARTICLE 9

Left blank intentionally.

ARTICLE 10 - PHYSICAL EXAMINATIONS

Section 1. Physical, mental, or other examinations, which are requested by the Employer, shall be promptly complied with by all employees. The Employer shall pay for such examinations. Examinations are defined as all physical exams and consultations that the Employer requires to be taken off the premises.

The employer will reimburse one (1) hour of an employee's time at time and one half (1.5) their straight hourly rate of pay for those employees who take examinations off the premises on their own time.

Section 2. All employees must submit to a blood check every sixty (60) days, with the following exception:

At the discretion of the Health & Safety Manager, employees on MRP status or who maintain a blood lead level within 5 points of the OSHA return to work level shall be tested monthly in their first six months of employment.

7 Tests of Just Cause

1. Reasonable Rule or Work Order?

Every incident at Gopher is a Safety issue and any incident could be lumped into the molten metal policy its what they do here.

2. Notice of Rule or change and consequences?

I dont think (b) (6), (b) (7)(C) was ever told that (b) (6), (b) (7)(C) would be fired if the lead popped.

Its not what happened up (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

3. Sufficient Investigation?

The co. claims no other incidents yet (b) (6), (b) (7)(C) & others will say Different. Look at (b) (6), (b) (7)(C) statement

4. Fair and Impartial Investigation?

Company's own investigation shows discrepancies

5. Proof of a violation?

Never denied the incident.

6. Equal Treatment?

Clearly all are not treated the same

7. Appropriate Discipline?

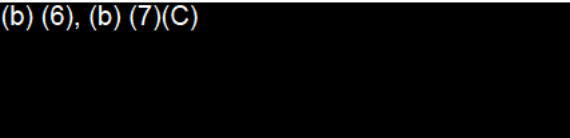
Far too severe for someone new to it.

**TEAMSTERS LOCAL UNION NO. 120
AND
GOPHER RESOURCE**

Dated: November 21, 2017

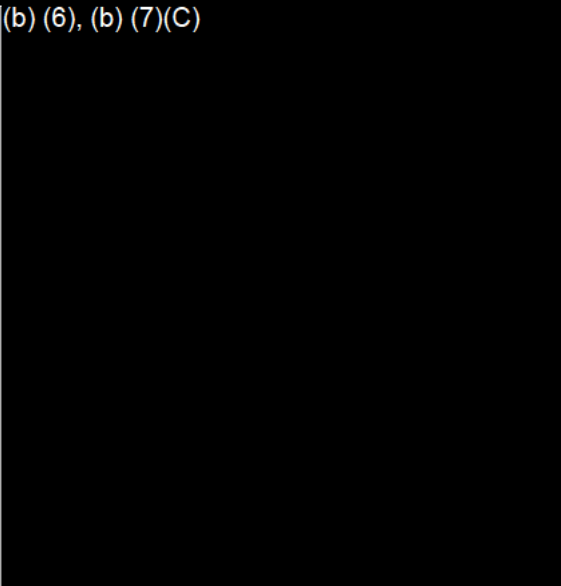
The bargaining committee has reached a Tentative Agreement with GOPHER RESOURCE and believes that this Tentative Agreement represents the best contract that can be obtained for the GOPHER RESOURCE bargaining unit. Each of the undersigned committee members agrees to support ratification of the Tentative Agreement, and agrees to tell all bargaining unit members that it is in their best interests to vote yes and approve the Tentative Agreement.

(b) (6), (b) (7)(C)



11-21-17
Date

(b) (6), (b) (7)(C)



11/21/17
Date

11/21/17
Date

11-21-17
Date

11/21/2017
Date

**NEGOTIATED CHANGES TO THE CBA BETWEEN
GOPHER RESOURCE AND TEAMSTERS LOCAL 120**

Section 2. Warnings shall remain in effect for a period of twelve (12) months. Each new warning, regardless of level, restarts the twelve-month time clock, meaning that that specific warning does not drop off or drop back in level or severity for an entire twelve-month period. Final warnings issued for violation of the drug & alcohol policy shall remain in effect indefinitely.

Section 3. Discharge must be by written notice to the employee, with a copy to the Union.

Section 4. An Employee placed on administrative leave without pay in order to conduct an investigation will be paid for shifts missed in excess of five. Should the employee not be issued a suspension, he/she will be reimbursed for any missed time. If a suspension in excess of five days is issued, it will be served subsequently.

5. ARTICLE 16 – WAGES AND HOURS, Section 2 (Wages)

(Wage Increase – Year 1: 3.5%, 2: 3.4%, 3: 3.0%)

(Increase to operator rate once signed off on training)

(Lead Person Pay Increase - +\$0.50)

<u>Classifications</u>	<u>Effective</u>		
	<u>12/01/17</u>	<u>12/01/18</u>	<u>12/01/19</u>
Group #1 - General Maintenance	\$25.96	\$26.84	\$27.65
Group #2 - Shipping/Receiving	\$25.96	\$26.84	\$27.65
Group #3 - Furnace Operator	\$25.96	\$26.84	\$27.65
Group #4 - Refining Operator	\$25.96	\$26.84	\$27.65
Group #5 - Plant Labor	\$25.33	\$26.19	\$26.97
Group #6 - RMPC	\$25.96	\$26.84	\$27.65
	<u>12/01/14</u>	<u>12/01/15</u>	<u>12/01/16</u>
Group #1 - General Maintenance	\$23.64	\$24.35	\$25.08
Group #2 - Shipping/Receiving	\$23.64	\$24.35	\$25.08
Group #3 - Furnace Operator	\$23.64	\$24.35	\$25.08
Group #4 - Refining Operator	\$23.64	\$24.35	\$25.08
Group #5 - Plant Labor	\$23.07	\$23.76	\$24.47
Group #6 - RMPC	\$23.64	\$24.35	\$25.08

The Company will post on the Company intranet the job descriptions with revision dates.

**NEGOTIATED CHANGES TO THE CBA BETWEEN
GOPHER RESOURCE AND TEAMSTERS LOCAL 120**

7. ARTICLE 16 – WAGES AND HOURS, Section 7 (Temp Assignments/ Changes)
(Language Clean-up)

"Effective for any/all applicable following the date of ratification, Feb 15, 2013."

8. ARTICLE 16 – WAGES AND HOURS, Section 8
(no 6th/7th day pay during weeks of a voluntary shift change)

Section 8. SHIFT CHANGE - DAYS OFF: Employees normally shall receive two (2) consecutive days off, except in a work week where a shift change takes place or where an employee initiates a shift change. Days off for the employee who fills in for the employee granted a day change shall be at the Employer's discretion and the employer will not be required to pay time and one half or double time **6th day pay or 7th day pay** to the **employee granted the day change or the** employee who covers the granted day change.

9. ARTICLE 16 – WAGES AND HOURS, Section 10
(language clean up: moved to new Article – see below)

~~Section 10. When a part-time opening at The Recycling Zone becomes available, a notice will be put up in the scheduling room. Interested applicants should contact the Human Resources department. Successful candidate is not permitted to work at multiple Company sites in full and part-time positions, retreat from position to previously held position, and/or bid for positions at other sites of the Company.~~

**NEGOTIATED CHANGES TO THE CBA BETWEEN
GOPHER RESOURCE AND TEAMSTERS LOCAL 120**

Section 4. Points:

For purposes of this section, "scheduled shift" includes any overtime shift the employee agreed to work.

2 points will be charged to an employee anytime the following occurs:

- Employee is absent from a scheduled shift without notification (No Call No Show)
- Employee calls to report an absence more than two (2) hours after the start of his/her shift.

1 point will be charged to an employee anytime the following occurs:

- Employee is absent from a scheduled shift, and follows proper notification process
- Employee is tardy and arrives less than two (2) hours late, but does not call the supervisor line to report the tardy prior to the start of his/her assigned shift.
- Employee misses more than two (2) hours of his/her scheduled shift (example: arriving late, excessive breaks, leaving early)

1/2 point will be charged to an employee anytime the following occurs:

- Employee is tardy and arrives less than two (2) hours late, and calls the supervisor line prior to the start of shift
- Employee leaves work early during the last two (2) hours of his/her assigned shift.

Exceptions: Absent points will not be charged in the following scenarios:

- Approved paid time off (vacation, floating holidays, birthday holiday)
- Obligations to the armed forces. Written documentation must be presented in advance of time off whenever possible.
- Leave under FMLA or other protected leave, must be applied for thirty (30) days in advance if the leave is foreseeable. Medical certification must be completed and returned with fifteen (15) days of the employee's receipt of the FMLA forms, unless the employee has a reasonable excuse for the delay.
- Leave under MN Parental Leave, requested no less than one (1) week in advance.
- Absences/ partial days off due to jury duty. Proper documentation must be presented prior to the day(s) of jury duty.
- Absences/ partial days off due to worker's compensation injury authorized by an HR or EHS representative.
- Unpaid leave time approved in advance by HR and Management
- Absences resulting from approved shift swaps as outlined in Article 14

Section 5. Discipline Warnings: It is the responsibility of the employee to track their current attendance point level. Warning slips will be issued in writing at the following intervals:

WARNING AND DISCIPLINARY STEPS

Verbal Warning	Will be issued in writing at 4 unexcused points
Written Warning	Will be issued in writing at 6 unexcused points
Final Written Warning	Will be issued in writing at 8 unexcused points
Termination	Will be issued in writing at 9 unexcused points

**NEGOTIATED CHANGES TO THE CBA BETWEEN
GOPHER RESOURCE AND TEAMSTERS LOCAL 120**

11. ARTICLE 18 – VACATIONS, Section 3

(Language clean-up, 2 ee's/shift allowed off for requests submitted in seniority bid)

Section 3. Vacation requests submitted January 1 through January 31 will be **processed** on a first come first serve basis for time off requests during January 1 to January 31.

~~Vacation slips for time off requests February 1 to December 31 are to be submitted to the company by Jan 15 of each year. The company will award vacation for February 1 to December 31 by seniority no later than February 1 (when submitted by January 15) for the given calendar year.~~

Vacation requests submitted by January 15 for time off between February 1 to December 31 will be included in the Seniority Vacation Bid, and will be awarded based on seniority. Requests submitted for the Seniority Vacation Bid will be processed no later than February 1 (when submitted by January 15) for the given calendar year.

Vacation requests submitted **after January 15 for time off between** February 1 to December 31 will be approved on a first come first serve basis.

Employee must utilize/take the approved paid time off requests unless mutually agreed to by employee and company otherwise).

Vacation requests submitted by January 15 for vacation dates February 1 to December 31 will be subject to 1) a full week of vacation will take precedence over all other requests. During holiday weeks, a request for 4 vacation days constitutes a full week for those with a 5 day work week regular schedule and 3 vacation days for those with a 4 day work week regular schedule.

Company will permit no less than one (1) employee per department, per shift paid time off should the request adhere to the company time off procedures, **and will permit no less than two (2) employees off per department, per shift for requests submitted in the Seniority Vacation Bid period.** Section 3 will go into effect February 15, 2013.

12. ARTICLE 18 – VACATIONS, Section 4

(RMPC, Ship/Rec, and Maint ee's must submit 72 hrs in advance for Mondays off)

Section 4. Vacation requests must be submitted no less than 48 hours prior to the desired time off unless supervisor agrees to less notice per business needs. **Employees working in RMPC, Shipping & Receiving, and Maintenance must submit vacation requests for Monday shifts no less than seventy-two (72) hours in advance.** Request forms are to be submitted to the Human Resources department for approval unless the request for time off is submitted on a Friday, Saturday, and/or contractual holiday in which case the employee is to submit the request directly to his/her supervisor. In all cases vacation requests must include employees first and last name, desired dates of time off, and the date and time the form was completed. Employees will be granted time off on a first come first serve basis, seniority second (all other information being equal), as staffing and operations permits, and in coordination with section 3.

**NEGOTIATED CHANGES TO THE CBA BETWEEN
GOPHER RESOURCE AND TEAMSTERS LOCAL 120**

15. ARTICLE 20 – HEALTH AND WELFARE (New Section)

(Vacation/PSD days already scheduled/approved are protected)

Section 6. Employees must use any/all unused and unscheduled vacation and paid sick days during any unpaid leave of absence days if available balances exist, unless mutually agreed to by the employee and the Company otherwise. Future time off that has already been scheduled and approved will be protected.

16. ARTICLE 22 - FUNERAL LEAVE

(Add aunt and uncle to list for one day off for day of the funeral)

In the event of death in an employee's immediate family, an employee who has twelve months or more of continuous service will be granted leave time with full pay for attending the funeral as follows:

- (a) In event of death of mother, father, spouse, child, stepparents or step child, up to three (3) days, starting with the day of or the day after the death if the days coincide with employee's scheduled work days.
- (b) In event of death of brother, sister, mother-in-law, ~~or father-in-law~~, aunt, or uncle, one (1) day for the day of the funeral, if it coincides with one of the employee's scheduled days of work, and if employee attends the funeral.
- (c) In event the funeral for a brother or sister of an employee is held outside of a 100 mile radius of the Twin City Metropolitan Area, the employee shall be granted three (3) days, if it coincides with the employee's scheduled work days and if employee attends the funeral.
- (d) In the event of the death of a grandparent or grandchild of an employee one (1) day, for the day of the funeral, if it coincides with one of the employees scheduled days of work, and if the employee attends the funeral.
- (e) Employees are eligible for up to five (5) days unpaid leave at employee's discretion in all funeral leave cases listed. Employee must notify the Company in advance if he/she would like to utilize the extra day(s).

**NEGOTIATED CHANGES TO THE CBA BETWEEN
GOPHER RESOURCE AND TEAMSTERS LOCAL 120**

- He/she will retain his/her original date of hire for purposes of calculating vacation awards, benefits tier eligibility, severance benefits, and bonus eligibility (assuming continuous employment)
- He/she will be eligible to participate in any seniority bidding processes for open vacancies upon completion of his/her new hire training period.
- He/she will not be eligible for any applicable vacation, severance, or bonus benefits during his/her probationary period. Upon the completion of the probationary period, he/she will be awarded a pro-rated amount of his/her eligible vacation accrual (based on his/her original hire date and the accrual schedule outlined in Article 18) for the first partial year, and will follow the normal accrual schedule at the start of the next calendar year.

Section 4: Layoffs: In the event of a layoff in the Recycling Zone, the part-time employees will be laid off first.

Section 5: In the event that Gopher Resource's Contract with Dakota County is substantially changed, the provisions of this Article will be voided and the parties shall meet and endeavor to agree upon substitute provision(s).

In the event that Gopher Resource's Contract with Dakota County is terminated, employees holding full-time positions in the Recycling Zone will be placed in open vacancies within the plant, and part-time employees will be terminated. If no vacancies exist, layoffs will take place within the plant by seniority, as outlined in Article 4.

18. ARTICLE 25-26 – TERMINATION CLAUSE

(Length of Contract: 3 Years)

Obligations of Local Union and Officers: The Union, its officers, agents, members, and employees covered by this Agreement agree that they will immediately take and continue to take all reasonable steps to restore the facility to full operations.

This Agreement shall be in full force and effect from December 1, ~~2014~~ **2017** and including November 30, ~~2017-2020~~, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

During the term of this Agreement or any renewal or extension, there shall be no strike, slowdowns, or lockouts over any matter, which is subject to the grievance procedure. Any employee who participates in such strike or slowdown shall be subject to disciplinary action, including discharge.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, ~~2015~~ **2017**.

**NEGOTIATED CHANGES TO THE CBA BETWEEN
GOPHER RESOURCE AND TEAMSTERS LOCAL 120**

17. ARTICLE 25 – RECYCLING ZONE

(New Article)

As long as Gopher Resource's contract with Dakota County to operate the Recycling Zone (aka Household Hazardous Waste Center) remains in place without substantive change, the parties agree to be bound and abide by the following:

Section 1: Full-Time Positions:

Gopher Resource shall maintain (3) full-time positions in the Recycling Zone. If an employee currently holding a full-time position in the Recycle Zone leaves it for any reason, the open position will be posted for bid to the entire plant for replacement in accordance with the requirements of Article 16.

Section 2: Part-Time Positions:

- A. Gopher Resource shall be allowed to utilize regular, part-time employees to supplement the three (3) full-time positions in RZ. The Company has absolute discretion in setting these employees' schedules and hours of work.
- B. It is the responsibility of the Union Steward to enroll PT Recycling Zone employees with the union.
- C. Wages: Part-time employees will be paid at the starting rate applicable to full-time "Plant Labor" wage classification as defined in Article 16.
- D. Seniority: Part-time employees will be included on a separate seniority list from those outlined in Article 4 (Seniority), are not eligible to bid on open FT positions or participate in any other seniority bidding processes of the full-time employee list.
- E. Benefits: Part-time employees are not eligible for benefits set forth in Articles 18 (Vacation), 19 (Holidays), 20 (Health/Welfare), 21 (Funeral Leave), or 24 (Jury Duty).

Section 3: Transfers

- A. Employees are not permitted to work at multiple Company sites in full- and part-time positions.
- B. When a part-time opening at The Recycling Zone becomes available, a notice will be put up in the scheduling room, and interested applicants shall be allowed to apply and interview for the position
- C. A part-time employee who wishes to move to a full-time position within the Company must submit an application for an open position and pass all pre-employment testing required of all operator applicants (including proficiency tests, pre-employment physical, and drug-screening) before transferring into a full-time position.
- D. If a part-time employee is selected for and transfers into a full-time position within the Company:
 - He/she will still be subject to the probationary period upon the start of full-time employment, as outlined in Article 1, Section 3.
 - He/she will complete new hire orientation and new hire training in the same manner as all other new hires.

**NEGOTIATED CHANGES TO THE CBA BETWEEN
GOPHER RESOURCE AND TEAMSTERS LOCAL 120**

13. ARTICLE 19 - HOLIDAYS, Section 2

(Fourth of July will be recognized the night of the holiday, same as Thanksgiving)

Section 2. The holidays recognized by this Article shall be: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days celebrated as such, along with a Floating Holiday (available January 1 annually following his/her first partial year of employment) and Employee's Birthday, which must be scheduled either 15 days before or after employee's birthday. Upon completion of the introductory period, employee(s) will receive a Floating Holiday.

Overnight Shift Only - employees with a regularly scheduled shift of 11p to 7a/ 10p to 6a (ONLY) will recognize the **Fourth of July holiday and the Thanksgiving Holiday starting Thursday night into Friday the night of the holiday into the following day.** Employees that are scheduled to work the **Fourth of July holiday and the Thanksgiving holiday** will be paid according to the contract. Employees that are not regularly scheduled 11p to 7a/ 10p to 6a that volunteer to work for the Thanksgiving holiday (11p to 7a/10p to 6a, Thursday into Friday) will be eligible for overtime payment per the contract (not holiday pay). No employee is able to pyramid and/or receive holiday pay for more than the 8/10 hours he/she is eligible for per the contract.

If the overnight shift start and end times change, the Company and Union will revisit the above language in regard to the Thanksgiving holiday.

14. ARTICLE 20 – HEALTH AND WELFARE

(33% of difference in single/family \$\$ after 3 years, 66% after 4 years)

Section 1. Cafeteria plan of benefits will be provided for all full-time employees after sixty (60) days and first of the month from hire date. All employees will be eligible for health, dental, and short-term disability insurances within the cafeteria plan as well as other options as offered by the Company.

The Company will cover all increases up to 8% sharing equally any increase greater than 8% for employees that meet contractual qualifications for family level café dollars.

Employees that have reached their 5 year anniversary and qualify for family level benefits may bump up to the higher level café dollars. **Beginning January 1, 2018, employees that qualify for family level benefits are eligible to receive 33% of the difference between family level and single level café dollars if they have reached their 3rd anniversary, 66% if they have reached their 4th anniversary, and full family level café dollars if they have reached their 5th anniversary.**

Employees must be qualified **for family level benefits** at time of enrollment **to be eligible for family level café dollars.** Qualifying events following open enrollment will not be considered until the next annual open enrollment. Employees may only continue with higher level café dollars if they qualify (married/children).

~~Effective January 1, 2015, there will be no increase in café dollars for the single-level coverage group that is currently at \$7,850.00. Effective January 1, 2016, the Company will increase the café dollars for single-level coverage by \$300.00. Effective January 1, 2017, the Company will increase the café dollars for single-level coverage by \$300.00.~~
The Company will increase the café dollars for single-level coverage by \$300.00 on January 1 each year for the duration of the Contract.

**NEGOTIATED CHANGES TO THE CBA BETWEEN
GOPHER RESOURCE AND TEAMSTERS LOCAL 120**

Section 6. Medical Wrap: One time per year, an employee may seek to have consecutive days absent that do not fall under FMLA or other protected leave count as one (1) occurrence (for up to 10 days) only if all the days missed were due to an illness, a family emergency, or approved in advance by a member of management – medical documentation must be provided as requested by the HR department. Absent occurrences straddling an employee's normal off days will be counted individually except for the reasons listed in the previous sentence.

Section 27. Zero Points Rewards: Employees who accumulate zero points in a given quarter will be eligible to earn one (1) day of vacation (8/10 hours) according to his/her regularly scheduled shift, per quarter, allowing employees the potential to earn up to four (4) days of vacation in a given calendar year. The zero points reward is calculated on a quarterly basis and is applicable only to employees who have three (3) or fewer points on his/her record at the start of a new quarter.

- First Quarter: January to March – zero points = 1 day of vacation earned
- Second Quarter: April to June – zero points = 1 day of vacation earned
- Third Quarter: July to September – zero points = 1 day of vacation earned
- Fourth Quarter: October to December – zero points = 1 day of vacation earned

Employees who accumulate any points in a given quarter will disqualify themselves from being eligible for the zero points reward for that given quarter. Example: January to March – 1 point accumulated = 0 vacation earned. With one (1) point accumulated, the employee is eligible for the zero points reward at the start of the following quarter (April to June). Meaning, if zero points are accumulated April to June, the employee will earn one (1) day of vacation.

Earned vacation time will be posted/made available for utilization no later than the end of the first month following the previous quarter (i.e., January to March, posted and available no later than April 30; April to June, posted and available no later than July 31; July to September, posted and available no later than October 31; October to December, posted and available no later than January 31.) Earned vacation time through the zero point's rewards system is to be utilized in accordance with all applicable vacation policies and procedures.

**NEGOTIATED CHANGES TO THE CBA BETWEEN
GOPHER RESOURCE AND TEAMSTERS LOCAL 120**

10. ARTICLE 17 – ATTENDANCE POINTS

(language clean-up, ½ point early-out occurrences – change to expire after 6 months, call-in any time prior to shift to report an absence)

Section 1. Purpose: The primary intention of the accumulative attendance points system is to provide written guidelines within which an employee can miss a scheduled work day for a personal illness or family emergency without the worry of losing employment. The attendance points system is not intended to provide days off to employees who decide, for whatever reason, not to come to work for a day or longer.

Section 2. Overview: Absent points will be charged for each scheduled day an employee is not present for all or part of the shift, including any overtime shift the employee agreed to work. The applicable number of attendance points (as defined in section 5) will be charged for each absence occurrence, tardy occurrence, early out occurrence, and no call no show occurrence.

Points accumulated for each occurrence will be eliminated from the employee's record twelve (12) months after the date of the occurrence, with the exception of ½ points issued for tardy **and early-out** occurrences, which expire after six (6) months. The accumulation of nine (9) or more attendance points in a continuous twelve (12) month period will result in termination of employment.

Section 3. Notification: ~~In the event that an employee is going to be absent, he/she is required to call the supervisor line at least sixty (60) minutes prior to the start of his/her assigned shift to report the absence.~~ In the event that an employee is going to be absent or tardy, the employee is to call the supervisor line by the start of his/her assigned shift, but must make every effort to provide as much notice as possible. Employees must call in each day he/she will be absent/tardy, unless prearranged with a direct supervisor, manager, or the Human Resources department.

- Operations Supervisor Line: 651-405-2280
- Maintenance Supervisor Line: 651-405-2231

If an employee does not call the supervisor line to report a tardy by the start of his/her assigned shift and shows up to work more than fifteen (15) minutes late, and the supervisor has backfilled the position with overtime agreed to by another employee, the supervisor has the option to send the employee home without pay.

An employee may go to work up to three (3) hours past his/her scheduled start time even though an absent point (1 point) has been charged against them, as long as he/she notifies the supervisor of the tardy prior to the start of the shift. If an employee will be tardy in excess of three (3) hours, it will be to the discretion of the supervisor/manager based upon the needs of the business to determine if an employee can work the remainder of the shift.

**NEGOTIATED CHANGES TO THE CBA BETWEEN
GOPHER RESOURCE AND TEAMSTERS LOCAL 120**

Full-time employees will be moved to operator pay following a maximum of 18 months consecutive service unless the employee signs documentation stating he/she does not want the training and/or signs documentation requesting training be slowed down. Employees that have completed necessary operator level training will be held accountable to operator level performance, ~~upon receiving~~ **and will receive** operator pay.

LEAD PERSONS, effective December 1, 2003 **2017** are to be paid ~~one dollar (\$1.00)~~ **one dollar and fifty cents (\$1.50)** more than the rate specified for the job being performed. This will pertain to the fourteen (14) lead person positions listed below. This rate is the minimum for employees with at least one (1) year of seniority. The Employer reserves the right to select lead persons according to its described criteria, and will make said criteria known to the local Union.

GR will post the job description for lead person position on the Company intranet.

Six (6)	Furnace Lead persons	(one (1) per shift)
Six (6)	Refining Lead persons	(one (1) per shift)
Two (2)	RMPC Lead persons	

In the event that an employee has a concern with the technical or interpersonal approach of a lead person he/she should report such concern to a supervisor or human resources representative. GR will work with lead person(s) to remedy such concerns first and foremost through training. The constructive feedback, instructions, and possible disciplinary steps associated with the concern(s) brought forth will be privileged information with the exception of any disciplinary write-ups which are shared with Teamsters Local 120. If the majority of the people that the lead person oversees file complaints with Human Resources in a six (6) month period a sit down meeting with the Company, union steward(s), business agent, and lead person would be conducted at the Company. Lead persons are not subject to this standard in their first year in the lead person role.

6. ARTICLE 16 – WAGES AND HOURS, Section 6

(Employees can sign up for OT at any time, but supervisors can start calling at 48 hrs)

Section 6. OVERTIME: An overtime list for each day of the week can be utilized. Employees may sign up for overtime **at any time**. ~~no less than forty-eight (48) hours in advance.~~ **Supervisors may begin making phone calls from the sign-up list no more than 48 hours in advance (72 hours in advance to fill Monday shifts in RMPC, Shipping and Receiving, and Maintenance), and overtime will be distributed on a first-contact basis. If an employee signs the overtime list after the supervisor has begun making calls to fill the overtime, the employee is not entitled to the overtime.**

**NEGOTIATED CHANGES TO THE CBA BETWEEN
GOPHER RESOURCE AND TEAMSTERS LOCAL 120**

GR CONTRACT NEGOTIATIONS 2017

1. **ARTICLE 4 – SENIORITY, Section 2**
(Define Recycle Zone as a department)

Section 2. In all events and for all purposes, it is the responsibility of each employee to maintain current telephone number(s), address, and emergency contact information in the HRIS system.

For the purposes of layoffs and work reduction, there shall be ~~two (2)~~ **three (3)** departments: 1) Production, 2) Maintenance, **3) Recycling Zone.**

In the event of a layoff, the Company will first ask for volunteers (by contacting the employees in person or by telephone) by seniority within the department, and then revert to last person hired within the department as first person laid off within the department, unless the junior employee is either uniquely qualified for the position at issue or critical to plant operations, in which case that employee will be kept in favor of the next most junior employee within the department. In all cases, layoffs and seniority will be determined by department, with the understanding that, for purposes of this Article 4, there shall be ~~two (2)~~ **three (3)** departments, (1) Production, ~~and (2)~~ Maintenance, **and (3) Recycling Zone.**

2. **ARTICLE 5 – MAINTENANCE OF STANDARDS (New Section)**
(If one part of the contract becomes illegal, the whole contract is not voided)

Section 4. SEVERABILITY CLAUSE: Should any part or provision of this Agreement be rendered or declared illegal by reason of any existing, or subsequently enacted, legislation or by any decree of a court of competent jurisdiction or authorized governmental agency, such invalidation or such part or provision shall not invalidate the remainder thereof. In such event, the parties shall meet and endeavor to agree upon a substitute provision

3. **ARTICLE 6 – GRIEVANCE & METHOD OF SETTLING DISPUTES (New Section)**
(15 days to appeal company grievance responses after hearings)

Section 6. Following the 3rd step and 4th step hearings, if no appeal is taken by the union within fifteen (15) calendar days, the answer made by the Company at that step is final and binding.

4. **ARTICLE 7 – DISCIPLINE & DISCHARGE**
(Administrative leave for investigations longer than 5 days will be paid leave)

Section 1. The Employer shall not discharge any employee without just cause, and shall give at least one (1) warning notice of the complaint against such employee, in writing, and a copy of same to the Union, except that no warning notice need be given to an employee before he/she is discharged, if the cause of such discharge is dishonesty, intoxication, chemical impairment or being under the influence of any illegal substance, or recklessness which may result in serious accident while on duty, or major violation of Employer's Rules which do not conflict with the terms of this Agreement.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Grievance Gopher

(b) (6), (b) (7)(C)

Susp

(b) (6), (b) (7)(C)

Term

- Read griev into Record

(b) (6), (b) (7)(C)

- Reads Term letter

- Pop -

pour water on Mold 8

happened before common
less than 2mo since trained

(b) (6), (b) (7)(C)

says card rule issue

doesn't make sense

it was explained as LOTO

fall Prot issues

(b) (6), (b) (7)(C)

explains molds in refining

have snow or water all the time

Co- procedure says use oil not water

→ Co to review & get back to us. -

(b) (6), (b) (7)(C)

Joint Committee Hearing

at Gopher

(b) (6), (b) (7)(C)

17 11 AM

(b) (6), (b) (7)(C)

panel

Co case

- Claims (b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C) employee & not entitled to griev procedure (b) (6), (b) (7)(C) hire date
No break in service
54 working days

Prepared to present case anyway

- Molten metal or steam that sprayed
- not an explosion!

- Training checklist Doesn't have Molten metal Policy on it

- Worked for hours

- "Transferred to Plant" (b) (6), (b) (7)(C) words

- Water in Mold they do pop sometimes

- Disch ~~to be brought left~~

(b) (6), (b) (7)(C)

status never brought up
in any earlier steps of procedure.

- Presented My case to the Co

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

has turn to present
evidence and testimony.

- Why wasn't (b) (6), (b) (7)(C) investigated?

- No rules on water in lead in
the Company hand book

Co rebuttal -

Move to FT

- Need to interview - bargained
part of settlement attempt
wanted clarification.

Don't argue seniority

Just (b) (6), (b) (7)(C)

can't have 2

(b) (6), (b) (7)(C)

No reason to propose if
already existed

Never had anyone pour
water into pouring lead

⊗ — Molds fail time to time
3-4 weeks pretty common
to me

My rebuttal ↑ above —

(b) (6), (b) (7)(C)

spoke to commonality
of Popping in the plant

(b) (6), (b) (7)(C)

agrees popping is common
& has seen much worse
& the need for efficient training
& pushing ppl to sign training
documents before ready
Orange hat in training
should have been supervised.
This incident does not
warrant termination.

Co says they will hear the
open cases
& they will honor the
original seniority date

(b) (6), (b) (7)(C)

serious safety risk yes
every time? different
types of pops

(b) (6), (b) (7)(C)

tell [redacted] that
they tell yo to do it
on mold 8

why not replace molds before
they crack? we don't have
employees getting sprayed

Did Co investigate their process & training

(b) (6), (b) (7)(C)

- Asks [redacted] to describe process
& when they add water later

(b) (6), (b) (7)(C)

[redacted] explaining that they're told
to put water on mold 8
when it rains it rains inside
the plant & lead pops.

Co explained when they put water on
mold 8 after out of doghouse

- fair & impartial? somewhat

anything you didn't get to present?

(b) (6), (b) (7)(C) - I have apic that shows I'm
a (b) (6), (b) (7)(C) year employee
(b) (6), (b) (7)(C) allows (b) (6), (b) (7)(C) to show it

→ (b) (6), (b) (7)(C) shows the panel
(b) (6), (b) (7)(C) seniority

(b) (6), (b) (7)(C) - wants to keep this
limited to the termination
(b) (6), (b) (7)(C) pleads that this punishment
is too harsh.

Fair hearing? yes

Representative? yes

Panel will deny or grant or deadlock.

— excuse the parties —

Decision - Deadlocked



TEAMSTERS LOCAL 120

(b) (6), (b) (7)(C), Teamsters Local 120 vs. Gopher Resource

Grievance Number: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Business Agent presenting for the Union

1. (b) (6), (b) (7)(C) has been a Gopher employee since (b) (6), (b) (7)(C).
2. (b) (6), (b) (7)(C) has a good work history and the company does not dispute that (b) (6), (b) (7)(C) is a good worker and that (b) (6), (b) (7)(C) takes initiative to get things done. In fact (b) (6), (b) (7)(C) recently went from a (b) (6), (b) (7)(C).
3. (b) (6), (b) (7)(C) was involved in an incident on (b) (6), (b) (7)(C), 2017.
4. The video shows the incident (b) (6), (b) (7)(C) has never denied that it happened. And (b) (6), (b) (7)(C) has been open and honest when asked about it. (b) (6), (b) (7)(C) told the supervisor what had happened.
5. It also shows that nobody else was in the immediate area or in danger of being injured nor was any equipment significantly damaged in this specific case.
6. There was no negligence or malicious intent in this case (b) (6), (b) (7)(C) was trying to do (b) (6), (b) (7)(C) job as efficiently as possible.
7. (b) (6), (b) (7)(C) thought that (b) (6), (b) (7)(C) was helping the process along, and preventing spillage.
8. (b) (6), (b) (7)(C) went to the office after the incident, and was very upfront in telling the supervisor what happened.
9. The supervisor and (b) (6), (b) (7)(C) had a conversation about it. (b) (6), (b) (7)(C) was counseled about following procedures, which (b) (6), (b) (7)(C) assumed amounted to a verbal warning, and was told that this would be the end of the matter.
10. (b) (6), (b) (7)(C) was allowed to return to work on the same job assignment and did so with no further issues.
11. If (b) (6), (b) (7)(C) was such a danger to (b) (6), (b) (7)(C) and others why was (b) (6), (b) (7)(C) allowed to return to work on the very same assignment?
12. (b) (6), (b) (7)(C) was very new to this area, and had only been working this assignment for two weeks after being trained. (b) (6), (b) (7)(C) should not be held to the same standard as a seasoned employee.
13. The company tells people and trains them that it's ok to pour water on mold eight. That practice has not been disputed. So, apparently it is ok to add water to the lead molds under certain circumstances. It doesn't seem to be a huge leap for someone to think that what (b) (6), (b) (7)(C) did is ok as well.
14. This is not the first time that lead and water have been mixed and popped at this plant. In fact, according to (b) (6), (b) (7)(C) the (b) (6), (b) (7)(C) it happened during (b) (6), (b) (7)(C) training of (b) (6), (b) (7)(C). Yet, no investigation was done and nobody was terminated.

15. The union feels that the discipline is far too severe for this case. Others have not had such harsh discipline issued in similar situations.
16. The supervisor at the time obviously felt that the conversation/counseling (b) (6), (b) (7)(C) had given to (b) (6), (b) (7)(C) was sufficient to place (b) (6), (b) (7)(C) back on the same assignment.
17. (b) (6), (b) (7)(C) has no previous discipline and would not have any further issues.
18. Cardinal Rules policy only calls for up to and including. It does not require that (b) (6) be terminated.
19. The union is asking that the discipline be removed or at least reduced in this case. That (b) (6), (b) (7)(C) should be reinstated with back pay and all seniority rights.

Dubuque, IA Office
195 East 14th Street
Dubuque, IA 52001-4909
Phone 563-583-9149
Fax: 563-583-6488

Des Moines, IA Office
195 East 14th Street
Dubuque, IA 52001-4909
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Teamsters Local Union No. 120

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
TEAMSTERS JOINT COUNCIL NO. 32

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TOM ERICKSON
President

BILL WEDEBRAND
Secretary Treasurer

JOHN ROSENTHAL
Vice President

JOE BATTAGLIA
Recording Secretary

VIA EMAIL & REGULAR MAIL

(b) (6), (b) (7)(C) 2017

(b) (6), (b) (7)(C)
Gopher Resource Corp.
2900 Lone Oak Parkway, Suite 140A
Eagan, MN 55121

RE: Grievance No. (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

Please be advised that Local 120 is moving the above referenced grievance to the next step, Arbitration, as outlined in Article 6, of the Collective Bargaining Agreement. Teamsters Local 120 has requested a list of Arbitrators from the FMCS. Once this list is received I will be in contact with you to select from the list.

Sincerely,

TEAMSTERS LOCAL NO. 120


Chris Riley
Business Agent

CR-SR/open#12

Dubuque, IA Office
195 East 14th Street
Dubuque, IA 52001-4909
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TOM ERICKSON
President

BILL WEDEBRAND
Secretary Treasurer

JOHN ROSENTHAL
Vice President

JOE BATTAGLIA
Recording Secretary

VIA EMAIL & REGULAR MAIL

(b) (6), (b) (7) 2017

(b) (6), (b) (7)(C)

Gopher Resource Corp.
2900 Lone Oak Parkway, Suite 140A
Eagan, MN 55121

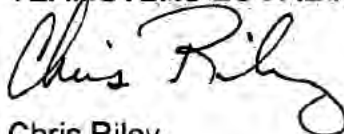
RE: Grievance No's (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

Please be advised that Local 120 is moving the above referenced grievances to the next step, Step 4 / Joint Grievance Committee, as outlined in Article 6, of the Collective Bargaining Agreement. Please contact me at 763-267-6118 with dates and times you are available to schedule this Step 4 meeting.

Sincerely,

TEAMSTERS LOCAL NO. 120



Chris Riley
Business Agent

CRW/clw#12

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Wednesday, (b) (6), (b) 2017 2:14 PM
To: (b) (6), (b) (7)(C)
Cc: Christopher Riley
Subject: FW: Move to Step 4 - (b) (6), (b) (7)(C)
Attachments: (b) (6), (b) (7)(C)_C65817101813520.pdf

Please see attached letters moving (b) (6), (b) (7)(C) to Step 4

(b) (6), (b) (7)(C) for Chris Riley
Teamsters Local 120
(b) (6), (b) (7)(C)@teamsterslocal120.org

From: no-reply@teamsters120.org [mailto:no-reply@teamsters120.org]
Sent: Wednesday, October 18, 2017 1:53 PM
To: (b) (6), (b) (7)(C)@teamsterslocal120.org>
Subject: Message from (b) (6), (b) (7)(C)_C658



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Agency Website: www.nlrb.gov
Telephone: (612)348-1757
Fax: (612)348-1785

Agent's Direct Dial: (952)703-2880

February 23, 2018

Richard W. Pins, Attorney
Stinson, Leonard, Street, LLP
50 S 6th St Ste 2600
Minneapolis, MN 55402-2241

Matthew C. Tews, Attorney
Stinson, Leonard, Street, LLP
50 S 6th St Ste 2600
Minneapolis, MN 55402-2241

Re: Gopher Resource, LLC
Case 18-CA-213460

Dear Mr. Pins, Mr. Tews:

I am writing this letter to advise you that it is now necessary for me to take evidence from your client regarding the allegations raised in the investigation of the above-captioned matter. As explained below, I am requesting to take affidavits on or before March 2, 2018, with regard to certain allegations in this case.

Allegations: The allegations for which I am seeking your evidence are as follows.

Since about January 9, 2018, and continuing through date, the Employer has refused to arbitrate the grievance filed protesting the termination of (b) (6), (b) (7)(C). Specifically, the Employer has made a unilateral change by refusing to arbitrate the grievance citing contract language, which was not effective at the time of termination or the filing of the grievance.

Board Affidavits: I am requesting to take affidavits from (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and any other individuals you believe have information relevant to the investigation of the above-captioned matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by February 27, 2018, to schedule these affidavits.

Documents: Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. The Employer's position on its right to refuse to arbitrate the grievance related to (b) (6), (b) (7)(C) termination.

2. The Employer's position on its rights to apply the new contract language retroactively.
3. Identify the articles in the CBA, effective at the time of termination and the filing of the grievance, used in the Employer's decision to deny arbitration.
4. Copies of all correspondences between the Union and agents of the Employer related to the termination and grievance of (b) (6), (b) (7)(C).
5. Copies of all disciplines and terminations for similar offenses that led to the termination of (b) (6), (b) (7)(C).
6. Copies of any and all evidence supporting the Employer's position.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by March 2, 2018. If you are willing to allow me to take affidavits, please contact me by February 28, 2018, to schedule a time to take affidavits. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **www.nlr.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me at your earliest convenience by telephone, (952)703-2880, or e-mail, nira.green@nlrb.gov, so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

/s/ Nira Green

NIRA A. GREEN
Field Examiner



Richard W. Pins
612.335.7007 **DIRECT**
richard.pins@stinson.com

March 13, 2018

Via E-Email

Nira Green
Field Examiner
NLRB Region 18
Federal Office Building
212 Third Ave. S., Ste 200
Minneapolis, MN 55401-2657

Re: ***Gopher Resources, LLC***
18-CA-213460

Dear Ms. Green:

Our firm represents Gopher Resources, LLC ("Gopher"). This letter constitutes Gopher's Position Statement, and is based on the best information currently available and its understanding of the International Brotherhood of Teamsters Local 120's ("Union") Charge. Gopher retains the right to supplement or amend this Position Statement if necessary.

The Union alleges that Gopher violated Sections 8(a)(1) and 8(a)(5) by refusing to arbitrate a single grievance about the termination of (b) (6), (b) (7)(C) employment. Gopher terminated (b) (6), (b) (7)(C) employment because (b) (6) violated a cardinal rule which caused a molten lead explosion, endangering (b) (6), (b) (7)(C) and (b) (6) coworkers. Ex. A. The Union is correct that Gopher refuses to arbitrate this particular grievance. Ex. B. (b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C) employee when (b) (6) caused the explosion and therefore the termination of (b) (6) employment is not subject to the grievance and arbitration mechanism in the parties' CBA. Ex. C. Because Gopher has only refused to arbitrate one lone grievance, the Charge must be dismissed as a matter of law. In short, the Board has long held that a refusal to arbitrate a single grievance (or a narrow set of grievances) is not unlawful.

Board Law Requires Dismissal

For nearly 40 years, the Board has consistently held "that the refusal to arbitrate a narrow, specifically defined grievance subject matter does not violate the Act." *Certco Distrib. Ctrs.*, 346 NLRB 1214 n.4 (2006) (Liebman, M.) (quoting *GAF Corp.*, 265 NLRB 1361 (1982)). The Board has consistently applied this *per se* rule since at least 1981. *Whiting Roll Up Door Mfg. Corp.*, 257 NLRB 734 (1981) (holding that where the parties had processed and settled grievances, and had gone to arbitration, the employer's refusal to arbitrate a single discharge grievance did not violate the Act).

In its *Mid-American Milling Company* decision, the Board stated, simply, that "it is well established that the refusal to arbitrate a single grievance, even if the refusal is a contract breach, is not in itself an unfair labor practice." 282 NLRB 926 (1987). In dismissing the charge in *Mid-American*, the Board

explained that the "facts establishe[d] nothing more than a single refusal to arbitrate a particular grievance. There is no evidence that the Respondent sought to repudiate its bargaining obligation; on the contrary, the Respondent continued to apply wage, fringe benefit, and other provisions" of the CBA. 282 NLRB 926 (1987).

The Board reached the same conclusion in *General Chemical Corporation*, 290 NLRB 76 (1988). In *General Chemical*, the union asked the Board to hold that an employer violated Sections 8(a)(1) and 8(a)(5) by refusing to arbitrate five discharge grievances. The employer argued that even if the CBA required arbitration of the discharges, they were a narrow set of grievances and its "refusal to arbitrate [them] was not a unilateral change in violation of Section 8(a)(5) and (1) of the Act." *And the Board agreed*. In dismissing the Charge, the Board explained that "it is well settled that the refusal to arbitrate a single grievance, even if the refusal is a contract breach, is not in itself an unfair labor practice," and held that the employer, who "had not refused to take all, or even most, grievances to arbitration," had not "repudiated or abrogated the contract" or committed an unfair labor practice. *Id.*

Velan Valve Corporation, 316 NLRB 1273 (1995), is the Board's seminal case on isolated refusals to arbitrate. In *Velan*, the Board summarized its well-established precedent:

It is well settled that not every employer refusal to arbitrate violates Section 8(a)(5). Where there is a refusal to arbitrate all grievances, or where the refusal to arbitrate a particular class of grievances amounts to a wholesale repudiation of the contract, a violation will be found. Conversely, ***if the refusal to arbitrate is limited to a single grievance or specifically defined, narrow class of grievances, [the Act] is not violated.***

Id. (citations omitted) (emphasis added). In dismissing the charge, the *Velan* Board explained:

[T]he Respondent refused to arbitrate one grievance, and that refusal was based on the specific and narrow procedural ground of untimeliness. Further, it is clear that the Respondent's contention regarding untimeliness is one that is based on a reasonable and good-faith interpretation of the contract. At most, one can infer that the Respondent would refuse to arbitrate on any occasion where it has a good-faith and reasonable argument that a grievance is untimely. However, even that position would be a far cry from a wholesale repudiation of the arbitration provision of the contract.

Id. This case is indistinguishable from *Certco*, *Velan*, *General Chemical*, *Mid-American*, *GAF*, and *Whiting*. Gopher and the Union regularly process, settle, and (at times) arbitrate grievances. Indeed, over the past 5 years the parties have processed well over 50 grievances, gone to arbitration a few times, and settled several other grievances in advance of arbitration. Gopher refused to arbitrate this lone grievance, the Union's objection to the termination of (b) (6), (b) (7)(C) employment, because (b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C) employee.¹ As a (b) (6), (b) (7)(C) employee, (b) (6), (b) (7)(C) was not

¹ At the very worst, Gopher has a good faith belief that (b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C) employee. Briefly, the parties' CBA applies to employees at Gopher's main facility and the ancillary Recycle Zone facility. The work at Recycle Zone (community recycling and education) is significantly different than the work done at Gopher's main facility (safety-sensitive, industrial recycling of lead-based products/auto-batteries, and production of pure lead and specialty alloys). *See*

entitled to the benefits and protections of the CBA's grievance and arbitration procedure.² Ex. B; Ex. C. Gopher has "not refused to take all, or even most, grievances to arbitration." *Gen. Chem.*, 290 NLRB 76. Indeed, this is the *only* grievance that Gopher has refused to arbitrate. And the parties have continued to process grievances since Gopher informed the Union that it would not arbitrate this lone grievance.

Ultimately, Gopher refused to arbitrate a single grievance because the Union has no right to grieve the termination of a (b) (6), (b) (7)(C) employee's employment. Gopher's isolated refusal of a single grievance was not an unfair labor practice as a matter of law.

CONCLUSION

For the above-stated reasons, and because black-letter law requires it, Gopher respectfully requests that the Charge be dismissed.

Sincerely,

Stinson Leonard Street LLP

/s/Richard W. Pins
Richard W. Pins

RWP (b) (6), (b) (7)(C)

Attachments

<https://www.gopherresource.com/our-facilities/facility-eagan-minnesota.html>. Because of the nature of lead recycling, the work in the main facility is significantly more safety-sensitive than that at Recycle Zone. Due, in part, to these significant differences and the necessity of ensuring employees in the main facility are able to perform their safety-sensitive work, the parties' historically treated employees moving from Recycle Zone to the main facility as new employees for purposes of the probationary period. The parties' memorialized their longstanding past-practice at Article 25, Section 3(D), of their newly signed CBA. Ex. D.

² Even if (b) (6) was not a (b) (6), (b) (7)(C) employee, there is no question that Gopher had just cause to terminate (b) (6), (b) (7)(C) employment. Gopher terminated (b) (6) employment (during (b) (6), (b) (7)(C) period) because (b) (6) committed a cardinal rule violation that caused an explosion. Ex. A.



(b) (6), (b) (7)(C) 2017

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C):

Gopher Resource is committed to maintaining a safe work environment for all employees.

On (b) (6), (b) (7)(C)/17, you were involved in a molten metal safety incident in which you deviated from procedure that you have been properly trained on when you added water on to molten metal while it was still pouring, which created an explosion of molten lead that endangered the safety of yourself and anyone else in the area. A thorough investigation of the incident concluded that your conduct represented a serious violation of Gopher Resource's Cardinal Rules policy that prohibits "failure to follow molten metal safety procedures". As a result, your employment with Gopher Resource has been terminated, effective (b) (6), (b) (7)(C) 2017.

On Friday, (b) (6), (b) (7)(C), 2017, you will receive a final paycheck for all hours worked through your termination date. Employee Benefits Corporation (800-346-2126) will be contacting you regarding continued health coverage options through COBRA, if applicable. If you are currently participating in the GR 401(k) retirement benefit, Wells Fargo (800-728-3123) will be mailing you information on distribution options.

Please pick up your locker contents and turn-in your mailbox key at the HR window by Friday, (b) (6), (b) (7)(C). If you have any remaining balance on your lunchroom account that you would like to retrieve, please contact C&S Vending at 1-800-642-6254 or service@csvending.com.

As a reminder, you must also contact your local union office at 763-267-6120 to request a Withdrawal Card within ninety (90) days of your termination date.

We wish you the best of luck in your future endeavors.

Sincerely,
(b) (6), (b) (7)(C)

A

Tews, Matthew

From: (b) (6), (b) (7)(C)
Sent: Tuesday, (b) (6), (b) (7)(C), 2018 12:30 PM
To: chris riley
Subject: RESPONSE: Grievance (b) (6), (b) (7)(C)
Attachments: 20180109121348299.pdf

Dear Chris:

We received your (b) (6), (b) (7)(C) /2017 notice seeking to move Grievance (b) (6), (b) (7)(C) to arbitration. (b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C) employee when (b) (6), (b) (7)(C) employment was terminated. Thus, even though we had ample cause to terminate (b) (6), (b) (7)(C) employment (b) (6), (b) (7)(C) committed a cardinal rule violation, which lead directly to an explosion within the plant), we did not need cause to do so and, according to Article 1, Section 3 of the parties' CBA, (b) (6), (b) (7)(C) discharge "shall not be considered as a subject of a grievance nor become the subject of a dispute with the Union." As a result, we will not agree to arbitrate this grievance, nor will we strike arbitrators.

(b) (6), (b) (7)(C)

685 Yankee Doodle Road • Eagan, Minnesota 55121
Office 651-352-4117 • Fax 651-405-6425 • Cell 612-356-9927



Innovative Recycling Solutions Since 1946

CONFIDENTIALITY NOTICE: The information contained in this transmission may be privileged and confidential information and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error and then delete it. Thank you.

Dubuque, IA Office
195 East 14th Street
Dubuque, IA 52001-4909
Phone 563-583-9149
Fax: 563-583-6488

Des Moines, IA Office
195 East 14th Street
Dubuque, IA 52001-4909
Phone 563-583-9149
Fax: 563-583-6488

Teamsters Local Union No. 120

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
TEAMSTERS JOINT COUNCIL NO. 32

Main Office
9422 Ulysses Street NE • Suite 120 • Blaine, Minnesota 55434
Phone 763-267-6120 • Fax 763-267-6121
Toll Free 877-832-6787
www.teamsterslocal120.org

North Dakota Office
1114 Main Ave., Suite A
Fargo, ND 58103
Phone 701-365-4070
Fax: 701-365-4071

South Dakota Office
105 N. Conklin Avenue
Sioux Falls, SD 57103
Phone 605-336-7499
Fax: 605-336-7504

TOM ERICKSON
President

BILL WEDEBRAND
Secretary Treasurer

JOHN ROSENTHAL
Vice President

JOE BATTAGLIA
Recording Secretary

VIA EMAIL & REGULAR MAIL

(b) (6), (b) (7)(C) 2017

(b) (6), (b) (7)(C)

Gopher Resource Corp.
2900 Lone Oak Parkway, Suite 140A
Eagan, MN 55121

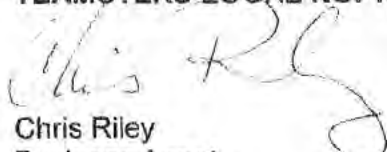
RE: Grievance No. (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C):

Please be advised that Local 120 is moving the above referenced grievance to the next step, Arbitration, as outlined in Article 6, of the Collective Bargaining Agreement. Teamsters Local 120 has requested a list of Arbitrators from the FMCS. Once this list is received I will be in contact with you to select from the list.

Sincerely,

TEAMSTERS LOCAL NO. 120


Chris Riley
Business Agent

CR:SR/optin#12



(b) (6), (b) (7)(C) 2018

VIA EMAIL & REGULAR MAIL

Chris Riley, Business Agent
Teamsters Local 120
9422 Ulysses Street NE, Suite 120
Blaine, MN 55434

RE: Grievance No. (b) (6), (b) (7)(C)

Dear Chris:

We received your 12/27/2017 notice seeking to move Grievance No. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) to arbitration. (b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C) employee when (b) (6), (b) (7)(C) employment was terminated. Thus, even though we had ample cause to terminate his employment (b) (6), (b) (7)(C) committed a cardinal rule violation, which lead directly to an explosion within the plant), we did not need cause to do so and, according to Article 1, Section 3 of the parties' CBA, his discharge "shall not be considered as a subject of a grievance nor become the subject of a dispute with the Union." As a result, we will not agree to arbitrate this grievance, nor will we strike arbitrators.

Sincerely,

(b) (6), (b) (7)(C)

AGREEMENT

between

GOPHER RESOURCE

and

TEAMSTERS LOCAL 120

**Affiliated with the
International Brotherhood of Teamsters**

December 1, 2014 through November 30, 2017

C

WORKING AGREEMENT

This Agreement made and entered into by and between GOPHER RESOURCE (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL UNION NO. 120, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union"), shall be binding upon the parties as hereinafter provided.

ARTICLE 1 - UNION SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

Section 2. All present employees who are members of the Union on the effective date of this Agreement, or on the date of execution of the Agreement, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired thereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this Agreement, whichever is later.

Section 3. A newly hired employee or a former employee who is rehired shall be a probationary employee for his/her first ninety (90) full working days of employment. During the ninety (90) full working day period, employee must perform normal plant duties at full capacity. A maintenance employee shall be a probationary employee for his/her first one hundred and twenty (120) full working days of employment.

If the employee is terminated at any time during this probationary period, such termination shall not be considered as a subject of a grievance nor become the subject of a dispute with the union.

Section 4. The Employer will deduct Union dues and initiation fees from those employees who have signed legal authorization cards, authorizing such deduction and the Employer will remit such deducted Union dues and initiation fees promptly to the Union after receiving a statement of amounts owing from the Union.

The Employer will not be held responsible for the accuracy of the Union's statement of deductions nor is the Employer to be held responsible for any employee concerns arising from mistakes concerning money taken from the employee paycheck based on the statement deductions provided by the union.

Section 5. D.R.I.V.E.: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis in one check the total amount deducted along with

ARTICLE 25 - TERMINATION CLAUSE

Obligations of Local Union and Officers: The Union, its officers, agents, members, and employees covered by this Agreement agree that they will immediately take and continue to take all reasonable steps to restore the facility to full operations.

This Agreement shall be in full force and effect from December 1, 2014 and including November 30, 2017, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

During the term of this Agreement or any renewal or extension, there shall be no strike, slowdowns, or lockouts over any matter, which is subject to the grievance procedure. Any employee who participates in such strike or slowdown shall be subject to disciplinary action, including discharge.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 21st day of JANUARY, 2015.

GOPHER RESOURCE

By: Catherine Abubo

Title: HR Generalist

By: Nick Denio

Title: VICE PRESIDENT - HR

TEAMSTERS LOCAL UNION NO. 120

By: [Signature]

Title: President

By: Chris Wiley

Title: Business Agent

COMMITTEE

By: (b) (6), (b) (7)(C)

By:

By:

By:

AGREEMENT

between

GOPHER RESOURCE

and

TEAMSTERS LOCAL 120

Affiliated with the
International Brotherhood of Teamsters

December 1, 2017 through November 30, 2020

D

WORKING AGREEMENT

This Agreement made and entered into by and between GOPHER RESOURCE (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL UNION NO. 120, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union"), shall be binding upon the parties as hereinafter provided.

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Section 2. All present employees who are members of the Union on the effective date of this Agreement, or on the date of execution of the Agreement, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired thereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this Agreement, whichever is later.

Section 3. A newly hired employee or a former employee who is rehired shall be a probationary employee for his/her first ninety (90) full working days of employment. During the ninety (90) full working day period, employee must perform normal plant duties at full capacity. A maintenance employee shall be a probationary employee for his/her first one hundred and twenty (120) full working days of employment. If the employee is terminated at any time during this probationary period, such termination shall not be considered as a subject of a grievance nor become the subject of a dispute with the union.

Section 4. The Employer will deduct Union dues and initiation fees from those employees who have signed legal authorization cards, authorizing such deduction and the Employer will remit such deducted Union dues and initiation fees promptly to the Union after receiving a statement of amounts owing from the Union. The Employer will not be held responsible for the accuracy of the Union's statement of deductions nor is the Employer to be held responsible for any employee concerns arising from mistakes concerning money taken from the employee paycheck based on the statement deductions provided by the union.

Section 5. D.R.I.V.E.: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E.. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck.

ARTICLE 25 – RECYCLING ZONE

As long as Gopher Resource's contract with Dakota County to operate the Recycling Zone (aka Household Hazardous Waste Center) remains in place without substantive change, the parties agree to be bound and abide by the following:

Section 1: FULL-TIME POSITIONS

Gopher Resource shall maintain (3) full-time positions in the Recycling Zone. If an employee currently holding a full-time position in the Recycle Zone leaves it for any reason, the open position will be posted for bid to the entire plant for replacement in accordance with the requirements of Article 16.

Section 2: PART-TIME POSITIONS

- A. Gopher Resource shall be allowed to utilize regular, part-time employees to supplement the three (3) full-time positions in RZ. The Company has absolute discretion in setting these employees' schedules and hours of work.
- B. It is the responsibility of the Union Steward to enroll PT Recycling Zone employees with the union.
- C. Wages: Part-time employees will be paid at the starting rate applicable to full-time "Plant Labor" wage classification as defined in Article 16.
- D. Seniority: Part-time employees will be included on a separate seniority list from those outlined in Article 4 (Seniority), are not eligible to bid on open FT positions or participate in any other seniority bidding processes of the full-time employee list.
- E. Benefits: Part-time employees are not eligible for benefits set forth in Articles 18 (Vacation), 19 (Holidays), 20 (Health/Welfare), 21 (Funeral Leave), or 24 (Jury Duty).

Section 3: TRANSFERS

- A. Employees are not permitted to work at multiple Company sites in full- and part-time positions.
- B. When a part-time opening at The Recycling Zone becomes available, a notice will be put up in the scheduling room, and interested applicants shall be allowed to apply and interview for the position
- C. A part-time employee who wishes to move to a full-time position within the Company must submit an application for an open position and pass all pre-employment testing required of all operator applicants (including proficiency tests, pre-employment physical, and drug-screening) before transferring into a full-time position.

D. If a part-time employee is selected for and transfers into a full-time position within the Company:

- He/she will still be subject to the probationary period upon the start of full-time employment, as outlined in Article 1, Section 3.
- He/she will complete new hire orientation and new hire training in the same manner as all other new hires.
- He/she will retain his/her original date of hire for purposes of calculating vacation awards, benefits tier eligibility, severance benefits, and bonus eligibility (assuming continuous employment)
- He/she will be eligible to participate in any seniority bidding processes for open vacancies upon completion of his/her new hire training period.
- He/she will not be eligible for any applicable vacation, severance, or bonus benefits during his/her probationary period. Upon the completion of the probationary period, he/she will be awarded a pro-rated amount of his/her eligible vacation accrual (based on his/her original hire date and the accrual schedule outlined in Article 18) for the first partial year, and will follow the normal accrual schedule at the start of the next calendar year.

Section 4: LAYOFFS:

In the event of a layoff in the Recycling Zone, the part-time employees will be laid off first.

Section 5: CONTRACT CHANGES:

In the event that Gopher Resource's Contract with Dakota County is substantially changed, the provisions of this Article will be voided and the parties shall meet and endeavor to agree upon substitute provision(s).

In the event that Gopher Resource's Contract with Dakota County is terminated, employees holding full-time positions in the Recycling Zone will be placed in open vacancies within the plant, and part-time employees will be terminated. If no vacancies exist, layoffs will take place within the plant by seniority, as outlined in Article 4.

ARTICLE 26 - TERMINATION CLAUSE

Obligations of Local Union and Officers: The Union, its officers, agents, members, and employees covered by this Agreement agree that they will immediately take and continue to take all reasonable steps to restore the facility to full operations.

This Agreement shall be in full force and effect from December 1, 2017 and including November 30, 2020, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

During the term of this Agreement or any renewal or extension, there shall be no strike, slowdowns, or lockouts over any matter, which is subject to the grievance procedure. Any employee who participates in such strike or slowdown shall be subject to disciplinary action, including discharge.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 30th day of January, 2017.

GOPHER RESOURCE

By: [Signature]

Title: HR Director

By: [Signature]

Title: Plant MGR

By: [Signature]

Title: HR Generalist

By: [Signature]

Title: OPERATIONS MANAGER

TEAMSTERS LOCAL UNION NO. 120

By: [Signature]

Title: President

By: [Signature]

Title: Business Agent

COMMITTEE

(b) (6), (b) (7)(C)

By

By

By

By

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE

Case

Date Filed

18-CA-213460

March 16, 2018

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer GOPHER RESOURCE		b. Tel. No. (651)352-5117
		c. Cell No.
d. Address (street, city, state ZIP code) 685 Yankee Doodle Rd, Eagan, MN 55121	e. Employer Representative Alison Hoffman	f. Fax No. (651)405-6425
		g. e-Mail alison.hoffman@gopherresource.com
		h. Dispute Location (City and State) Eagan, MN
i. Type of Establishment (factory, nursing home, hotel) Factory	j. Principal Product or Service Lead Reclamation	k. Number of workers at dispute location 160

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since about January 9, 2018, and continuing to date, the above-named Employer has failed and refused to bargain in good faith with the Union by making a unilateral changes. Specifically, the Employer has retroactively applied new contract language as a basis of its decision to terminate employee **(b) (6), (b) (7)(C)**.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 120

4a. Address (street and number, city, state, and ZIP code) 9422 ULYSSES STREET NE, #120, BLAINE, MN 55434-3573	4b. Tel. No. (763)267-6118
	4c. Cell No. (612)760-3484
	4d. Fax No. (763)267-6121
	4e. e-Mail criley@teamsterslocal120.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

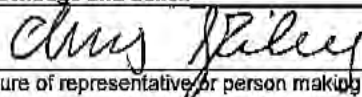
6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No.

(763)267-6118

By:



Chris Riley Business Agent

Office, if any, Cell No.

(612)760-3484

(signature of representative or person making charge)

Print Name and Title

Fax No.

(763)267-6121

Address: 9422 ULYSSES STREET NE, #120,
BLAINE, MN 55434-3573

Date:

e-Mail

criley@teamsterslocal120.org

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

NxGen Allegations Sheet – CA CasesCase Name: Gopher ResourceCase Number: 18-CA-213460Agent: GreenSupervisor: CourseImpact Analysis Category 3I.O. Charge? Yes No ✓Potential 10(j)? Yes No ✓Blocking R case? Yes No ✓Case Blocked

Amended A = Add allegations R = Amend out

Bargaining Status: None Existing Contract ✓ Organizational CampaignSeeking Initial Contract Seeking Successor Contract Use backpay paragraph? Yes ✓ No Assistance in Spanish required? Yes No ✓**8(a)(1)**

<input type="checkbox"/>	Coercive Actions (Surveillance, etc.)
<input type="checkbox"/>	Coercive Rules
<input type="checkbox"/>	Coercive Statements (Threats, Promises of Benefits, etc.)
<input type="checkbox"/>	Concerted Activities (Retaliation, Discharge, Discipline)
<input type="checkbox"/>	Denial of Access
<input type="checkbox"/>	Discharge of Supervisor (<i>Parker-Robb Chevrolet</i>)
<input type="checkbox"/>	Interrogation (Including Polling)
<input type="checkbox"/>	Lawsuits
<input type="checkbox"/>	Weingarten

8(a)(2)

<input type="checkbox"/>	Assistance
<input type="checkbox"/>	Domination
<input type="checkbox"/>	Unlawful Recognition

8(a)(3) Number of Discriminatees

<input type="checkbox"/>	Changes in Terms and Conditions of Employment
<input type="checkbox"/>	Discharge (Including Layoff and Refusal to Hire (not salting))
<input type="checkbox"/>	Discipline
<input type="checkbox"/>	Lockout
<input type="checkbox"/>	Refusal to Consider/Hire Applicant (salting only)
<input type="checkbox"/>	Refusal to Hire Majority
<input type="checkbox"/>	Refusal to Reinstate E'ee/Striker (e.g. <i>Laidlaw</i>)
<input type="checkbox"/>	Retaliatory Lawsuit
<input type="checkbox"/>	Shutdown or Relocate/Subcontract Unit Work
<input type="checkbox"/>	Union Security Related Actions

8(a)(4)

<input type="checkbox"/>	Changes in Terms and Conditions of Employment
<input type="checkbox"/>	Discharge (Including Layoff and Refusal to Hire
<input type="checkbox"/>	Discipline
<input type="checkbox"/>	Refusal to Reinstate Employee/Striker
<input type="checkbox"/>	Shutdown or Relocate/Subcontract Unit Work

8(a)(5)

<input type="checkbox"/>	Alter Ego
<input type="checkbox"/>	Failure to Sign Agreement
R	Refusal to Bargain/Bad Faith Bargaining (including surface bargaining/direct dealing)
<input type="checkbox"/>	Refusal to Furnish Information
<input type="checkbox"/>	Refusal to Recognize
A	Repudiation/Modification of Contract (Sec 8(d)/Unilateral Changes)
<input type="checkbox"/>	Shutdown or Relocate (e.g. <i>First National Maint.</i>) Subcontract Work



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Agency Website: www.nlr.gov
Telephone: (612)348-1757
Fax: (612)348-1785



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March 16, 2018

CHRIS RILEY, BUSINESS AGENT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 120
9422 ULYSSES STREET NE, #120
BLAINE, MN 55434-3573

Re: Gopher Resource, LLC
Case 18-CA-213460

Dear Riley:

We have docketed the first amended charge that you filed in this case.

Investigator: This charge is being investigated by Field Examiner NIRA A. GREEN whose telephone number is (952)703-2880. If the agent is not available, you may contact Deputy Regional Attorney PERCY J. COURSEAU, III whose telephone number is (414)930-7195.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the first amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent. The Agency requests all evidence submitted electronically to be in the form it is

normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Hadsall". The signature is fluid and cursive, with the first name "Jennifer" and last name "Hadsall" clearly distinguishable.

JENNIFER A. HADSALL
Regional Director



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 18
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Minneapolis, MN 55401-2657

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March 16, 2018

ALISON HOFFMAN
GOPHER RESOURCE
685 YANKEE DOODLE RD
EAGAN, MN 55121

Re: Gopher Resource, LLC
Case 18-CA-213460

Dear Ms. Hoffman:

Enclosed is a copy of the first amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Examiner NIRA A. GREEN whose telephone number is (952)703-2880. If the agent is not available, you may contact Deputy Regional Attorney PERCY J. COURSEAU, III whose telephone number is (414)930-7195.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence

submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Hadsall", is written over a light gray rectangular background.

JENNIFER A. HADSALL
Regional Director

Enclosure: Copy of first amended charge

cc: RICHARD W. PINS, ATTORNEY
STINSON, LEONARD, STREET, LLP
50 S 6TH ST STE 2600
MINNEAPOLIS, MN 55402-2241

MATTHEW C. TEWS, ATTORNEY
STINSON, LEONARD, STREET, LLP
50 S 6TH ST STE 2600
MINNEAPOLIS, MN 55402-2241

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

GOPHER RESOURCE

Charged Party

and

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 120**

Charging Party

Case 18-CA-213460

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on March 16, 2018, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Alison Hoffman
GOPHER RESOURCE
685 Yankee Doodle Rd
Eagan, MN 55121

Richard W. Pins, Attorney
Stinson, Leonard, Street, LLP
50 S 6th St Ste 2600
Minneapolis, MN 55402-2241

Matthew C. Tews, Attorney
Stinson, Leonard, Street, LLP
50 S 6th St Ste 2600
Minneapolis, MN 55402-2241

March 16, 2018

Date

Shane Hose, Designated Agent of NLRB

Name

/s/ Shane Hose

Signature



Matthew C. Tews
612.335.1529 **DIRECT**
matthew.tews@stinson.com

March 27, 2018

Via E-Mail

Nira Green
Field Examiner
NLRB Region 18
Federal Office Building
212 Third Ave. S., Ste 200
Minneapolis, MN 55401-2657

Re: **Gopher Resources, LLC**
18-CA-213460

Dear Ms. Green:

As you know, we represent Gopher Resources, LLC ("Gopher"). On March 13, 2018, Gopher submitted its position statement in response to the International Brotherhood of Teamsters Local 120's ("Union") Charge alleging that Gopher violated Sections 8(a)(1) and 8(a)(5) by refusing to arbitrate a single grievance about the termination of (b) (6), (b) (7)(C) employment. As a matter of law, the Region should dismiss the Charge because Gopher's refusal to arbitrate a single grievance—in this case, over Gopher's non-grievable decision to terminate the employment of a (b) (6), (b) (7)(C) employee whose violation of a Cardinal Rule caused a molten lead explosion—cannot be unlawful. *E.g. Certco Distrib. Ctrs.*, 346 NLRB 1214 n.4 (2006) (Liebman, M.) ("[T]he refusal to arbitrate a narrow, specifically defined grievance subject matter does not violate the Act."); *Velan Valve Corp.*, 316 NLRB 1273 (1995) (same); *Gen. Chem. Corp.*, 290 NLRB 76 (1988) (same); *Mid-Am. Milling Co.*, 282 NLRB 926 (1987) (same).

On March 16, 2018, the Union amended its Charge to allege that Gopher retroactively applied new contract language "as a basis of its decision to terminate (b) (6), (b) (7)(C)." The allegation in the amended Charge is factually meritless and legally irrelevant. It is factually meritless because Gopher's decision to terminate (b) (6), (b) (7)(C) employment had nothing to do with contract language; the decision was based on (b) (6), (b) (7)(C) clear and dangerous Cardinal Rule violation. It is legally irrelevant because it does not change the fundamental flaw in the Union's position, which is that the refusal to arbitrate a single grievance is not an unfair labor practice. *E.g. Velan Valve Corp.*, 316 NLRB 1273.

The basis of Gopher's decision to terminate (b) (6), (b) (7)(C) employment was (b) (6), (b) (7)(C) admitted, cavalier and exceedingly dangerous, decision to pour water into molten lead to "try something new" despite knowing that "a violent explosion is likely to occur if [molten lead] come[s] into contact with water."

Ex. E.¹ Because (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) hired into a (b) (6), (b) (7)(C) position at Gopher's main, safety-sensitive facility, (b) (6) was a (b) (6), (b) (7)(C) employee. See Pos. Stmt. 2-3, n.1. And because (b) (6) was a (b) (6), (b) (7)(C) employee at the time (b) (6)'s employment was terminated, the termination of (b) (6)'s employment is not subject to the grievance and arbitration mechanism in the parties' CBA. Ex. C.

On March 19, 2018, The Region requested additional information from Gopher in order to investigate the Union's amended Charge. This is Gopher's response.

A. Requests 1 & 3: Provide a list of all employees that have moved from the Recycle Zone to the main facility and evidence of the practice of treating them as (b) (6), (b) (7)(C) employees.

Perhaps because the work is so different and almost all Recycle Zone employees are part-time, it is very rare for the (b) (6), (b) (7)(C) Recycle Zone employees to move to (b) (6), (b) (7)(C) employment at the main facility. Pos. Stmt. 2-3, n.1. (b) (6), (b) (7)(C) is only the second employee in recent memory to make that move. Both became (b) (6), (b) (7)(C) employees when they were hired at the main facility.

(b) (6), (b) (7)(C) was the other employee to move from Recycle Zone to the main facility. (b) (6), (b) (7)(C) was hired as a (b) (6), (b) (7)(C) Recycle Zone employee on (b) (6), (b) (7)(C), as part of Gopher's intent "to help support students with school-related expenses as well as give students experience in the workplace." Ex. F. Consistent with Gopher's intention, (b) (6), (b) (7)(C)'s offer letter advised that "the positions offered are part-time, and are not intended to be long-term, permanent positions [and] nothing in this document guarantee[d] (b) (6), (b) (7)(C) a position for any specific period of time." Ex. F.

When (b) (6), (b) (7)(C) decided to move from Recycle Zone to the main facility, (b) (6), (b) (7)(C) was required to and did fill out an employment application just like any other prospective new hire. Ex. G. Based on the application and interview, (b) (6), (b) (7)(C) was given a conditional offer of employment as a new full-time employee effective (b) (6), (b) (7)(C). Ex. H. The offer was Gopher's standard new-hire conditional offer letter at the time, and indicated that it was contingent on (b) (6), (b) (7)(C) meeting certain contingencies required of all newly hired employees at the main facility including the requirements to complete physicals, pass a drug test, and provide I-9 information. Ex. H. Gopher's then-(b) (6), (b) (7)(C) confirmed (b) (6), (b) (7)(C)'s new-hire status in a (b) (6), (b) (7)(C) email wherein (b) (6), (b) (7)(C) stated:

I did a rehire for (b) (6), (b) (7)(C) [(b) (6), (b) (7)(C)] was a Recycling Zone Worker at the Recycling Zone from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) 14. We terminated (b) (6), (b) (7)(C) in the system on (b) (6), (b) (7)(C) 14 which was (b) (6), (b) (7)(C)'s last day worked at the Recycling Zone and rehired (b) (6), (b) (7)(C) as a Refining Laborer at Gopher Resource. Can you please check to see if (b) (6), (b) (7)(C) was rehired properly. (b) (6), (b) (7)(C)'s *seniority and seniority rights start over as of (b) (6), (b) (7)(C) rehire date of (b) (6), (b) (7)(C)*

Ex. I (emphasis added). New hires like (b) (6), (b) (7)(C) are (b) (6), (b) (7)(C) employees. Ex. C. (b) (6), (b) (7)(C)'s employment was terminated on (b) (6), (b) (7)(C) 2014 for performance issues. Ex. J. (b) (6), (b) (7)(C) had no

¹ Gopher consecutively numbered exhibits. Exhibits A-D were attached to Gopher's March 13, 2018 position statement. Exhibits E-Q are attached to this submission.

previous discipline. The Union did not grieve—nor could it have grieved—the termination of (b) (6), (b) (7)(C) employment.

Gopher treated (b) (6), (b) (7)(C) the same as it treated (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was hired at Recycle zone under the same terms as (b) (6), (b) (7)(C) Ex. K; before moving to the main facility (b) (6), (b) (7)(C) was required to fill out an application just like (b) (6), (b) (7)(C) and any other prospective new hire, Ex. L; and when hired at the main facility, (b) (6), (b) (7)(C) offer was Gopher's current, standard new-hire conditional offer, Ex. M. (b) (6), (b) (7)(C) conditional offer letter specifically dictated:

- The date (b) (6), (b) (7)(C) employment would "begin";
- (b) (6), (b) (7)(C) starting pay rate (which was the starting rate for new employees dictated by Article 16, Section 2, of the CBA);
- That (b) (6), (b) (7)(C) was required to attend "New Hire Orientation" and needed to bring "new hire paperwork [to be] completed on (b) (6), (b) (7)(C) first day";
- That (b) (6), (b) (7)(C) was required to complete "Pre-Employment Testing";
- That (b) (6), (b) (7)(C) was required to present I-9 acceptable forms; and
- That (b) (6), (b) (7)(C) was eligible for benefits to the same extent new hires were eligible for benefits.

Ex. M. Just like (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) was treated as a (b) (6), (b) (7)(C) employee. Compare Exs. H and I with Ex. M. And just like (b) (6), (b) (7)(C), Gopher terminated (b) (6), (b) (7)(C) employment during the (b) (6), (b) (7)(C) period.

B. Request 2: Provide all discipline issued to other employees who have committed similar offenses that led to the termination of (b) (6), (b) (7)(C) employment.

1. (b) (6), (b) (7)(C) Failure to Follow Molten Lead Safety Procedures was Unprecedented

Working with molten metal can, obviously, be dangerous if proper procedures are not followed. Gopher maintains molten metal safety procedures to keep its employees safe. One of the things the molten metal safety procedures warn employees about is that "a violent explosion is likely to occur if [molten lead] come[s] into contact with water or wet ground." Ex. E. These procedures are extremely important; failing to follow them is one of Gopher's eight explicitly stated Cardinal Rule violations. Cardinal Rule violations "are considered to have such great potential for injury, death, or environmental harm that any employee who engages in such actions should expect that he/she will be subject to immediate discharge, absent extenuating circumstances." Ex. E.

When (b) (6), (b) (7)(C) was hired at the main facility as a new (b) (6), (b) (7)(C) employee, on (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) went through new hire orientation. Exs. E and M (b) (6), (b) (7)(C) was trained on both molten metal safety procedures and the Cardinal Rules during (b) (6), (b) (7)(C) orientation. Ex. E. (b) (6), (b) (7)(C) recalled during orientation (b) (6), (b) (7)(C) was told that "water and lead don't mix." Ex. E. (b) (6), (b) (7)(C) also received on the job training, where (b) (6), (b) (7)(C) was told "water would make the lead pop if I mixed it in [and] would sound like gun shots." Ex. E.

Despite all of this, inconceivably, on (b) (6), (b) (7)(C), 2017, (b) (6), (b) (7)(C) poured water into still pouring molten lead, causing a molten-lead explosion. The explosion sprayed molten lead back at (b) (6), (b) (7)(C) and burned (b) (6), (b) (7)(C) arm. While (b) (6), (b) (7)(C) burned (b) (6), (b) (7)(C), luckily, (b) (6), (b) (7)(C) did not injure (or worse) any of the other employees in close proximity to the explosion. Ex. E. Gopher terminated (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) employment as a result of (b) (6), (b) (7)(C) Cardinal Rule violation. Exs. A and E.

Thankfully, Gopher is not aware of anyone else committing the same Cardinal Rule violation.

2. Gopher has Immediately Terminated the Employment of the Other Employees who Violated Cardinal Rules

Since the Cardinal Rules were implemented in early 2015, Gopher is not aware of any other employee violating the same Cardinal Rule as (b) (6), (b) (7)(C). However, like (b) (6), (b) (7)(C), Gopher immediately terminated the employment of the two other employees found to have violated a Cardinal Rule. On (b) (6), (b) (7)(C), 2015, (b) (6), (b) (7)(C), knowingly failed to follow Lockout/Tagout procedure. (b) (6), (b) (7)(C) employment was immediately terminated and the Union did not file a grievance. Ex. N. On (b) (6), (b) (7)(C), 2017, (b) (6), (b) (7)(C) operated a motorized vehicle in a manner that endangered another employee (b) (6), (b) (7)(C) forklift struck another employee). Gopher immediately terminated (b) (6), (b) (7)(C) employment; the Union grieved, Gopher processed the grievance, and the decision was upheld. Ex. O. Neither (b) (6), (b) (7)(C), nor (b) (6), (b) (7)(C) were (b) (6), (b) (7)(C) employees.

3. Gopher Routinely Immediately Terminates the Employment of (b) (6), (b) (7)(C) Employees for Safety, and Other, Reasons

In addition to (b) (6), (b) (7)(C), Gopher has terminated the employment of 16 employees during their (b) (6), (b) (7)(C) period since 2015. Of those 16 employment terminations, 11 were for performance reasons (the other 5 were attendance related). And of those 11 performance-based decisions, 4 were based on safety concerns.

Gopher terminated the (b) (6), (b) (7)(C) employment of (b) (6), (b) (7)(C), for failing to follow lead train procedures. Ex. P. While not investigated as a Cardinal Rule violation, this lead train procedure violation is the most similar safety violation to the one (b) (6), (b) (7)(C) committed. The three other terminations were for unsafe forklift practices. Ex. Q.

These (b) (6), (b) (7)(C) employees, whose employments were terminated for safety violations, are the closest comparators to (b) (6), (b) (7)(C). Like (b) (6), (b) (7)(C), none of them had any other discipline during their (b) (6), (b) (7)(C) period before their employments were terminated.

CONCLUSION

We hope this information is helpful to you. The Union's amendment to its Charge changes nothing; it is still meritless. For the reasons stated in its Position Statement, and because black-letter law requires it, Gopher respectfully requests that it be dismissed.

Nira Green
March 11, 2018
Page 5

Sincerely,

Stinson Leonard Street LLP

/s/Matthew C. Tews
Matthew C. Tews

MCT: [REDACTED]

Attachments



Grievance G (b) (6), (b) (7)(C), G (b) (6), (b) (7)(C) – Joint Committee Hearing
(b) (6), (b) (7) /2017 11:00AM

Grievance G (b) (6), (b) (7)(C) G (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C)

RE: Suspension of Employment, Termination of Employment

Grievant: (b) (6), (b) (7)(C) (original hire date: (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C); Plant hire date: (b) (6), (b) (7)(C))
Joint Committee Members: (b) (6), (b) (7)(C)), Union Representative (TBD) – (b) (6), (b) (7)(C)
Union Representatives (b) (6), (b) (7)(C)), (b) (6), (b) (7)(C)
Company Representatives: (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C))

COMPANY – STATEMENT OF FACTS

Current Level of Discipline (Pending Grievance): Suspension of Employment, Termination of Employment

- (b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C) employee at the time of (b) (6), (b) (7)(C) termination, and is therefore not entitled to the grievance process over this matter
 - (b) (6), (b) (7)(C) began (b) (6), (b) (7)(C) full-time position at the plant on (b) (6), (b) (7)(C)
 - According to Article 1, Section 3 of the Collective Bargaining Agreement in effect at the time of the incident: “A newly hired employee or a former employee who is rehired shall be a probationary employee for his/her first ninety full working days of employment. During the ninety full working day period, employee must perform normal plant duties at full capacity.... If the employee is terminated at any time during this probationary period, such termination shall not be considered as a subject of a grievance nor become the subject of a dispute with the union.” (SEE PAGE 1)
 - (b) (6), (b) (7)(C) has only logged 54 full working shifts working at full capacity in the plant before the date of the incident. (SEE PAGE 2)
- (b) (6), (b) (7)(C) engaged in a Cardinal Rule Violation, which would have resulted in termination regardless of (b) (6), (b) (7)(C) status.
 - On (b) (6), (b) (7)(C), 2017 around 1:50AM, (b) (6), (b) (7)(C) was working on the lead side of the Reverb furnace. When (b) (6), (b) (7)(C) was filling mold #8 with lead, (b) (6), (b) (7)(C) is seen reaching for the water bucket and pouring water through the door of the dog house onto the molten lead that was still pouring into the mold. The mixture of water with the pouring lead caused the lead to pop due to the trapped steam, and molten lead sprayed back at (b) (6), (b) (7)(C) while (b) (6), (b) (7)(C) was standing at the door of the doghouse. (SEE VIDEO FOOTAGE #1)
 - (b) (6), (b) (7)(C) was suspended pending investigation on (b) (6), (b) (7)(C) /17
 - Upon completion of the investigation, the findings were submitted to the Safety Review Board on (b) (6), (b) (7)(C) /17. Upon review, the Safety Review Board concluded that (b) (6), (b) (7)(C) conduct represented a serious violation of Gopher Resource’s Cardinal Rules Policy for “Failure to Follow Molten Metal Procedures” As a result, (b) (6), (b) (7)(C) employment was terminated, effective (b) (6), (b) (7)(C) 17. (SEE PAGES 3-4)
- (b) (6), (b) (7)(C) was given an opportunity to provide a statement several times during the investigation, and admitted to conduct that constituted a cardinal rule violation.
 - In (b) (6), (b) (7)(C) statement (b) (6), (b) (7)(C) acknowledged that (b) (6), (b) (7)(C) had never added water in that way before and admitted that its not the procedure that (b) (6), (b) (7)(C) trainer had shown (b) (6), (b) (7)(C) to do, but (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) thought (b) (6), (b) (7)(C) wanted to “try something new that would be easier” for (b) (6), (b) (7)(C) and that no one had told (b) (6), (b) (7)(C) NOT to do it that way (b) (6), (b) (7)(C) also admitted that (b) (6), (b) (7)(C) knew that water on pouring lead would pop if (b) (6), (b) (7)(C) mixed it, because (b) (6), (b) (7)(C) had told (b) (6), (b) (7)(C) previously. (SEE PAGES 5-7)

EXHIBIT E

- (b) (6), (b) (7)(C) was fully trained on proper procedures and not to mix water with molten lead
 - (b) (6), (b) (7)(C) trainer, (b) (6), (b) (7)(C), was interviewed during the investigation, and (b) (6) confirmed that (b) (6), (b) (7)(C) had been told that mixing lead and water would pop, and that (b) (6) had never trained (b) (6), (b) (7)(C) to add water the way that (b) (6) did. (SEE SUMMARY ON PAGE 3)
 - (b) (6), (b) (7)(C) admitted in (b) (6) statement that (b) (6), (b) (7)(C) had told (b) (6) that mixing lead and water would pop.
 - According to Safety Rule #8 of the Plant Operations Handbook: "Never dump metal, slag, furnace skim, or matte while molten... a violent explosion is likely to occur if any of the above materials come into contact with water or wet ground." (SEE PAGE 8)
 - (b) (6), (b) (7)(C) signed off on the Plant Operations Handbook on 7/14/17 (SEE PAGE 9)
- (b) (6), (b) (7)(C) was fully trained on Cardinal Rules policy, and was aware that violation of Molten Metal Procedures could lead to termination.
 - According to the Cardinal Environmental Health and Safety Rules policy: "The Cardinal EH&S Rules are a set of rules that are to be enforced in every location and operation wherever we do business. The prohibited or restricted actions addressed by the policy are considered to have such great potential for injury, death, or environmental harm that any employee who engages in such actions should expect that he/she will be subject to immediate discharge." (SEE PAGES 10-11)
 - (b) (6), (b) (7)(C) was trained on Cardinal Rules Policy in New Hire Orientation on (b) (6), (b) (7)(C)/17 (SEE PAGE 12)
- The Company upheld its obligations under Article 7 – "Discharge" of the Collective Bargaining Agreement
 - According to Article 7 of the Collective Bargaining Agreement in effect at the time of the incident: "...no warning notice need be given to an employee before he/she is discharged, if the cause of such discharge is... [a] major violation of Employer's rules.... Discharge must be by written notice to the employee, with a copy to the union" (SEE PAGE 13)
 - (b) (6), (b) (7)(C) was issued a termination letter on (b) (6), (b) (7)(C)/17 (SEE PAGE 14)
 - The union was issued written notice to the union via email on (b) (6), (b) (7)(C)/17 (SEE PAGE 15)

WORKING AGREEMENT

This Agreement made and entered into by and between GOPHER RESOURCE (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL UNION NO. 120, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union"), shall be binding upon the parties as hereinafter provided.

ARTICLE 1 - UNION SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

Section 2. All present employees who are members of the Union on the effective date of this Agreement, or on the date of execution of the Agreement, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired thereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this Agreement, whichever is later.

Section 3. A newly hired employee or a former employee who is rehired shall be a probationary employee for his/her first ninety (90) full working days of employment. During the ninety (90) full working day period, employee must perform normal plant duties at full capacity. A maintenance employee shall be a probationary employee for his/her first one hundred and twenty (120) full working days of employment.

If the employee is terminated at any time during this probationary period, such termination shall not be considered as a subject of a grievance nor become the subject of a dispute with the union.

Section 4. The Employer will deduct Union dues and initiation fees from those employees who have signed legal authorization cards, authorizing such deduction and the Employer will remit such deducted Union dues and initiation fees promptly to the Union after receiving a statement of amounts owing from the Union.

The Employer will not be held responsible for the accuracy of the Union's statement of deductions nor is the Employer to be held responsible for any employee concerns arising from mistakes concerning money taken from the employee paycheck based on the statement deductions provided by the union.

Section 5. D.R.I.V.E.: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis in one check the total amount deducted along with

(b) (6), (b) (7)(C) - DAYS WORKED (b) (6), 17 - (b) /17

	First Name	Last Name	Org Level 1	Pay Code	Work Date	Regular Hours	Overtime 1 Hours	Double Time	Total Hours	Shift
1	(b) (6), (b) (7)(C)		Plant	WORK HOURS	07/10/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
2			Plant	WORK HOURS	07/11/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
3			Plant	WORK HOURS	07/12/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
4			Plant	WORK HOURS	07/13/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
5			Plant	WORK HOURS	07/14/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
6			Plant	WORK HOURS	07/18/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
7			Plant	WORK HOURS	07/19/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
8			Plant	WORK HOURS	07/20/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
9			Plant	WORK HOURS	07/21/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
10			Plant	WORK HOURS	07/22/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
11			Plant	WORK HOURS	07/25/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
12			Plant	WORK HOURS	07/26/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
13			Plant	WORK HOURS	07/27/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
14			Plant	WORK HOURS	07/28/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
15			Plant	WORK HOURS	07/29/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
16			Plant	WORK HOURS	08/01/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
17			Plant	WORK HOURS	08/02/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
18			Plant	WORK HOURS	08/03/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
19			Plant	WORK HOURS	08/04/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
20			Plant	WORK HOURS	08/05/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
21			Plant	WORK HOURS	08/08/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
22			Plant	WORK HOURS	08/09/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
23			Plant	WORK HOURS	08/10/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
24			Plant	WORK HOURS	08/11/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
25			Plant	WORK HOURS	08/12/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
26			Plant	WORK HOURS	08/15/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
27			Plant	WORK HOURS	08/16/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
28			Plant	WORK HOURS	08/17/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
29			Plant	WORK HOURS	08/18/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
30			Plant	WORK HOURS	08/19/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
31			Plant	WORK HOURS	08/22/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
32			Plant	WORK HOURS	08/23/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
33			Plant	WORK HOURS	08/24/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
34			Plant	WORK HOURS	08/25/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
35			Plant	WORK HOURS	08/26/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
36			Plant	WORK HOURS	08/29/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
37			Plant	WORK HOURS	08/30/2017	8	4	0	12	Eagan 11p-7a Sat-Wed A SD
38			Plant	WORK HOURS	08/31/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
39			Plant	WORK HOURS	09/01/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
40			Plant	WORK HOURS	09/02/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
41			Plant	WORK HOURS	09/03/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
42			Plant	WORK HOURS	09/07/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
43			Plant	WORK HOURS	09/08/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
44			Plant	WORK HOURS	09/09/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
45			Plant	WORK HOURS	09/11/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
46			Plant	WORK HOURS	09/12/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
47			Plant	WORK HOURS	09/13/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
48			Plant	WORK HOURS	09/16/2017	6.27	0	0	6.27	Eagan 11p-7a Sat-Wed A SD
49			Plant	WORK HOURS	09/17/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
50			Plant	WORK HOURS	09/18/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
51			Plant	WORK HOURS	09/19/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
52			Plant	WORK HOURS	09/20/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
53			Plant	WORK HOURS	09/23/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD
54			Plant	WORK HOURS	09/24/2017	8	0	0	8	Eagan 11p-7a Sat-Wed A SD

Cardinal Rule/ Safety Incident Investigation Summary

(b) (6), (b) (7)(C) Incident (b) (6), (b) (7)(C) /17

Investigation Team

(b) (6), (b) (7)(C)

Summary of Incident

- Incident occurred on the lead side of the Reverb furnace around 01:50 AM on (b) (6), (b) (7)(C) /17
- Video footage shows (b) (6), (b) (7)(C) working the lead side of the Reverb furnace. While filling mold #8, (b) (6), (b) (7)(C) is seen reaching for the water bucket and pouring water through the door of the doghouse onto the lead that was still pouring into the mold. The mixture of water with the pouring lead caused the lead to pop due to the trapped steam, and molten lead sprayed back at (b) (6), (b) (7)(C) while (b) (6), (b) (7)(C) was standing at the door of the dog house.
- (b) (6), (b) (7)(C) went into the blast office to make sure (b) (6), (b) (7)(C) was okay, and (b) (6), (b) (7)(C) saw (b) (6), (b) (7)(C) and asked what happened, and that is when (b) (6), (b) (7)(C) reported what had happened.
- (b) (6), (b) (7)(C) was suspended on (b) (6), (b) (7)(C) /17 pending investigation

Witness Statement Summary

- (b) (6), (b) (7)(C) Statement
 - Q: So you've added water to the pouring lead before? A: "No, I've never done it that way before."
 - Q: Did you know not to do that before last night? A: "Yea, (b) (6), (b) (7)(C) told me before that water would make lead pop if I mixed it. (b) (6), (b) (7)(C) said it would sound like gun shots."
 - (b) (6), (b) (7)(C) thought (b) (6), (b) (7)(C) would "try something new that would be easier for (b) (6), (b) (7)(C)?"
 - Said that (b) (6), (b) (7)(C) was trained to use water on mold 8 after it had cleared the doghouse if it was rocking back and forth to stop the splashing, but this is the first time (b) (6), (b) (7)(C) decided to add water before clearing the dog house. (b) (6), (b) (7)(C) wanted to try to "change the timing of it" to make sure it didn't spill when (b) (6), (b) (7)(C) moved the train.
 - Admitted its not in the written procedure and not what (b) (6), (b) (7)(C) trainer showed (b) (6), (b) (7)(C) to do, but said that nobody had told (b) (6), (b) (7)(C) NOT to do it this way
 - Admitted learning about the hazards of mixing lead and water in new hire orientation
 - Said that (b) (6), (b) (7)(C) had told (b) (6), (b) (7)(C) prior to that night that adding water to lead would "pop"
 - Said (b) (6), (b) (7)(C) wasn't injured, just had a small burn on (b) (6), (b) (7)(C) arm but it didn't need first aid.
- (b) (6), (b) (7)(C) Statement:
 - Q: What did you cover during (b) (6), (b) (7)(C) training? "I did not ever show (b) (6), (b) (7)(C) to pour water on pouring lead. I have no idea why (b) (6), (b) (7)(C) would do that. I did show (b) (6), (b) (7)(C) to pour a little water on mold 8 to keep it from sloshing."
 - Q: Did you ever tell (b) (6), (b) (7)(C) that water and lead together can pop? "Yes, I did, I told (b) (6), (b) (7)(C) it would pop if you mix them."
 - Q: Sorry to be redundant, but you explicitly told (b) (6), (b) (7)(C) what would happen if you mix water and lead? "Oh, yea we talked about that it could pop. It actually popped on us one time, so (b) (6), (b) (7)(C) knew."
 - (b) (6), (b) (7)(C) has told (b) (6), (b) (7)(C) that mixing water and lead would pop about a month ago
 - (b) (6), (b) (7)(C) has witnessed water making lead pop before, so (b) (6), (b) (7)(C) knows what happens

Performance History

(b) (6), (b) (7)(C) has been employed since (b) (6), (b) (7)(C) as a (b) (6), (b) (7)(C) recycle zone worker (b) (6), (b) (7)(C) transferred over to (b) (6), (b) (7)(C) employee in the plant on (b) (6), (b) (7)(C) and has worked in furnaces since (b) (6), (b) (7)(C) transferred over. No documented performance issues since (b) (6), (b) (7)(C) began in furnaces.

Training History

(b) (6), (b) (7)(C) completed new hire training on A shift with (b) (6), (b) (7)(C) for 2 months, and was moved to (b) (6), (b) (7)(C) own shift effective (b) (6), (b) (7)(C)/17

(b) (6), (b) (7)(C) has completed the following relevant training:

Dates:	Training Course
8/2/17	Reverb Lead Side Operation

Past Practice (Similar Violations)

- No other similar infractions known

Recommendation

This type of incident could've resulted in a serious injury not only to (b) (6), (b) (7)(C) but any Gopher Resource employee that could've been working in the furnace area.

Based on the investigation, our recommendation is to terminate (b) (6), (b) (7)(C) based on the following:

1) Cardinal Rule: Molten Metal Protection:

- Failure to Follow Molten Metal Safety Procedures.

2) Eagan Plant Policies and Procedures #8:

- Never dump metal, slag, furnace skim, or matte while molten. Let material stand and make certain that it is solid before dumping. **A violent explosion is likely to occur if any of the above materials come into contact with water or wet ground.**

Decision

The Safety Review Board upholds recommendation to terminate employment. Decision received (b) (6), (b) (7)(C) 17.



Employee Discussion Notes

Employee: (b) (6), (b) (7)(C)

Representative: (b) (6), (b) (7)(C)

Others Present:

Discussion Date: (b) (6), (b) (7)(C)/17

Incident Date: (b) (6), (b) (7)(C)/17

RE: (b) (6), (b) (7)(C) Statement - Molten Metal Incident (b) (6), (b) (7)(C)/17

Called (b) (6), (b) (7)(C)/17 1:15PM – No answer, unable to leave voicemail (mailbox full). Sent email to (b) (6), (b) (7)(C) requesting (b) (6), (b) (7)(C) call (b) (6), (b) (7)(C) prior to the start of (b) (6), (b) (7)(C) next shift.

3:35PM Phone Call (b) (6), (b) (7)(C)

(b) (6): Can you walk us through what happened this morning?

(b) (6): It happened around 4:00AM or maybe 3:00. A slug was filling up, and while it was filling I threw some water on it to help solidify the mold so it doesn't rock back and forth when you move the train and spill on the floor. It ended up popping and spraying lead out on me.

(b) (6): Is this something you've done before?

(b) (6): Yea I was told I could use water when its rocking back and forth like that, so that's what I did. No one ever told me not to do it the way I did last night.

(b) (6): What made you decide to different than you usually do?

(b) (6): It wasn't different, I just threw water on it because I was told to use water.

(b) (6): So you've added water to the pouring lead before?

(b) (6): No I've never done it that way before.

(b) (6): So normally what do you do?

(b) (6): Always usually use water after I move it from the dog house. I did it earlier this time to make sure it didn't spill on the floor when I moved the train, I wanted to see if I could change the timing of it. What I was taught was that I could throw water on the mold to make sure it hardens up.

(b) (6): What happened when you added the water?

(b) (6): It popped in my face

(b) (6): Was there still lead going into the mold when you added water?

(b) (6): Yes

(b) (6): Do you know what happens when you mix water and lead together?

(b) (6): Well I found out last night

(b) (6): But did you know not to do that before last night?

(b) (6): Yea, (b) (6), (b) (7)(C) told me before that water would make lead pop if I mixed it (b) (6), (b) (7)(C) said it would sound like gun shots.

(b) (6): (b) (6), (b) (7)(C) told you that last night?

(b) (6): No it was before last night that (b) (6), (b) (7)(C) told me

(b) (6): So if you knew it would pop, why did you do it?

(b) (6): Because they told me I could use water on it

(b) (6): When it popped, did any of the spraying lead come in contact with you?

(b) (6): Yea small burn on left arm but doesn't really show. A little red spot. Not big at all, inch or two wide.

(b) (6): Did you apply any First aid to the burn?

(b) (6): No I didn't need to

(b) (6): What did you do after it happened?

(b) (6): A couple minutes after I went to blast office to make sure I was alright. Then I went to go back to work but that's when (b) (6), (b) (7)(F) called me back into the office.

(b) (6): How did (b) (6), (b) (7) find out about what happened?

(b) (6), (b) (7)(F) saw it on the cameras

(b) (6): Were you going to tell (b) (6), (b) (7) what had happened to report the incident?

(b) (6): Yea I mean I was in the blast office, everyone saw what happened, (b) (6), (b) (7) was going to find out regardless

(b) (6): You said you were in the office and that you were going to go back out to work though

(b) (6): Yea...

(b) (6): How long have you been working in furnaces?

(b) (6), (b) (7) started in (b) (6) (in recycle zone but I started furnaces on (b) (6), went I transferred to the plant

(b) (6): Always been in furnaces since (b) (6) ?

(b) (6): Yes

(b) (6): Who is your trainer?

(b) (6): (b) (6), (b) (7)(C)

(b) (6): How did (b) (6), (b) (7)(C) train you to use water in your training?

(b) (6): All (b) (6) told me was that I could use water if you see it rocking back and forth.

(b) (6): Was it rocking back and forth?

(b) (6): No I hadn't pressed the button yet to move it forward it was still pouring

(b) (6): So if you were trained to add water if its rocking back and forth, why did you add water when it wasn't rocking?

(b) (6): I knew it would rock, and (b) (6) said if I knew it was going to rock, go ahead and throw water on it.

(b) (6): Do you remember talking about water and lead in orientation?

(b) (6): Yea I remember, its been awhile but a little bit

(b) (6): What do you remember from the training?

(b) (6): That water and lead don't mix

(b) (6): Was there anyone else in the area when it happened?

(b) (6): A few coworkers

(b) (6): Were they impacted when it sprayed?

(b) (6): No they were fine

(b) (6): Did you ask them if they were fine?

(b) (6): Yea. In the office.

(b) (6): Who was around?

(b) (6): (b) (6), (b) (7)(F) (b) (6), (b) (7)(C) another guy can't remember name – there were a few of us in there.



Employee Discussion Notes

(b) (6): How many times do you think you've worked the lead side of the Reverb?

(b) (6): Couldn't tell you

(b) (6): Do you feel confident working on the lead side?

(b) (6): Yea I'm confident working on both sides, it was just a bad night for me that's all.

(b) (6): (b) (6), (b) (7)(C), this is obviously a pretty serious accident that we need to take very seriously because it could have had very dangerous consequences. We won't be able to have you come back to work until we finish our investigation. You are suspended without pay until we have the chance to look into this more, so you don't need to come to work until you hear from me.

(b) (6): Will I be charged with a no call no show?

(b) (6): No

(b) (6): Okay

Representative Signature: (b) (6), (b) (7)(C)
Print Name: _____
Title: _____

Date: (b) (6), (b) (7)(C) 17

Representative Signature: (b) (6), (b) (7)(C)
Print Name: _____
Title: _____

Date: (b) (6), (b) (7)(C) 17

Representative Signature: (b) (6), (b) (7)(C)
Print Name: _____
Title: _____

Date: (b) (6), (b) (7)(C) 17

ACKNOWLEDGMENT AND RECEIPT OF PLANT OPERATIONS HANDBOOK

This is to acknowledge that I have received a copy of the Gopher Resource LLC Plant Operations Employee Handbook.

I further understand that my employment with Gopher Resource LLC is for no definite period of time and that this handbook is not a contract of employment but rather a helpful summary of the guidelines of current Gopher Resource LLC policies. I understand that I have the opportunity to have any provisions, which I do not understand, explained to me by an HR representative.

By signing below, I acknowledge the company's right to monitor its telephone and computer systems, and I hereby consent to such monitoring. I will not use the company's systems for any communications for which I have an expectation of privacy.

I understand that I am to read and familiarize myself with the contents of this handbook. I understand that during the course of my employment, Gopher Resource LLC may modify, amend, change, or rescind the policies described in the Plant Operations Manual and may do so at any time with or without prior notice to me.

(b) (6), (b) (7)(C)

Employee Name (please print)

(b) (6), (b) (7)(C)

Employee Signature

7/14/17

Date



Cardinal Environmental Health and Safety Rules Policy

The purpose of the Cardinal Environmental Health and Safety Rules Policy is to establish expectations for fairly and consistently applied rules and disciplinary actions necessary to drive appropriate environmental, health and safety (EH&S) behaviors in alignment with our Corporate EH&S Policy and the GR Code of Business Conduct.

This Policy applies to all GR operations and locations, and to all employees, visitors, and contractors. All requirements in this Policy document must be followed unless specifically prohibited by local law.

The Cardinal EH&S Rules are a set of rules that are to be enforced in every location and operation wherever we do business. The prohibited or restricted actions addressed by the Cardinal EH&S Rules are considered to have such great potential for injury, death, or environmental harm that any employee who engages in such actions should expect that he/she will be subject to immediate discharge, absent extenuating circumstances. Compliance with the Cardinal EH&S Rules is essential for the welfare of all employees and a condition of employment for everyone working at GR.

Employee failure to follow the Cardinal EH&S Rules outlined below will result in immediate suspension, pending investigation and disciplinary action up to and including termination of employment. Contractors and visitors who violate the Cardinal EH&S Rules will be subject to immediate removal from the premises.

Each incident will be reviewed by a Safety Review Board consisting of company officers including the Plant Manager for the location at issue. Others may be asked to join a particular Safety Review Board, based on experience and/or subject matter expertise, on an ad hoc basis. The purpose of the Safety Review Board is to ensure consistent application of the Cardinal Rules and any subsequent disciplinary actions across the company.

Cardinal Environmental Health & Safety Rules

(b) (4)

A large black rectangular box redacting the content of the "Cardinal Environmental Health & Safety Rules" section.

(b) (4)





Gopher Resource Training Checklist

Name: (b) (6), (b) (7)(C) Signature: (b) (6), (b) (7)(C)

Date: 7/14/17

Cardinal Rules	7/10/17
Lead Standard	
Cadmium & Arsenic	
Right to Know	
STOP Unit 1	↓
Respirators	
Hygiene & Deconning	7/16/17
LOTO	
Fall Protection	7/10
Confined Space	7/10
PPE/Hearing Conservation	7/11
Heat Stress	7/11
Proper Lifting/Ergonomics	7/11
Blood Borne Pathogens	7/12
Quality Assurance	7/12
IT Security	7/12
HR Policies	
HR Handbook	
UltiPro Overview	7/12
Benefits Overview	7/12
Drug & Alcohol	7/10
EMS/SWPP/ERP/RCRA	7/12
Forklift (Classroom)	7/12
LMS Overview JBS/SOP	7/12
Fire Extinguisher Training	7/12
Hot Work Permit Training	7/12
DOT/Security	7/12

ARTICLE 7 - DISCHARGE

The Employer shall not discharge any employee without just cause, and shall give at least one (1) warning notice of the complaint against such employee, in writing, and a copy of same to the Union, except that no warning notice need be given to an employee before he/she is discharged, if the cause of such discharge is dishonesty, intoxication, chemical impairment or being under the influence of any illegal substance, or recklessness which may result in serious accident while on duty, or major violation of Employer's Rules which do not conflict with the terms of this Agreement.

Warnings shall remain in effect for a period of twelve (12) months. Each new warning, regardless of level, restarts the twelve-month time clock, meaning that that specific warning does not drop off or drop back in level or severity for an entire twelve-month period. Final warnings issued for violation of the drug & alcohol policy shall remain in effect indefinitely.

Discharge must be by written notice to the employee, with a copy to the Union.

ARTICLE 8 - PROTECTION OF RIGHTS - PICKET LINE

Other than as set forth in Article 25 of this Agreement, no employee covered by this agreement can be forced by use of discharge or discipline to cross any lawful picket line.

Section 1. No Lockout. The Employer agrees that so long as this Agreement is in effect there shall be no lockout.

ARTICLE 9

Left blank intentionally.

ARTICLE 10 - PHYSICAL EXAMINATIONS

Section 1. Physical, mental, or other examinations, which are requested by the Employer, shall be promptly complied with by all employees. The Employer shall pay for such examinations. Examinations are defined as all physical exams and consultations that the Employer requires to be taken off the premises.

The employer will reimburse one (1) hour of an employee's time at time and one half (1.5) their straight hourly rate of pay for those employees who take examinations off the premises on their own time.

Section 2. All employees must submit to a blood check every sixty (60) days, with the following exception:

At the discretion of the Health & Safety Manager, employees on MRP status or who maintain a blood lead level within 5 points of the OSHA return to work level shall be tested monthly in their first six months of employment.



(b) (6), (b) (7)(C) 2017

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

Gopher Resource is committed to maintaining a safe work environment for all employees.

On (b) (6), (b) (7)(C) /17, you were involved in a molten metal safety incident in which you deviated from procedure that you have been properly trained on when you added water on to molten metal while it was still pouring, which created an explosion of molten lead that endangered the safety of yourself and anyone else in the area. A thorough investigation of the incident concluded that your conduct represented a serious violation of Gopher Resource's Cardinal Rules policy that prohibits "failure to follow molten metal safety procedures". As a result, your employment with Gopher Resource has been terminated, effective (b) (6), (b) (7)(C), 2017.

On Friday, (b) (6), (b) (7)(C) 2017, you will receive a final paycheck for all hours worked through your termination date. Employee Benefits Corporation (800-346-2126) will be contacting you regarding continued health coverage options through COBRA, if applicable. If you are currently participating in the GR 401(k) retirement benefit, Wells Fargo (800-728-3123) will be mailing you information on distribution options.

Please pick up your locker contents and turn-in your mailbox key at the HR window by Friday, (b) (6), (b) (7)(C). If you have any remaining balance on your lunchroom account that you would like to retrieve, please contact C&S Vending at 1-800-642-6254 or service@csvending.com.

As a reminder, you must also contact your local union office at 763-267-6120 to request a Withdrawal Card within ninety (90) days of your termination date.

We wish you the best of luck in your future endeavors.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Thursday, September 28, 2017 2:21 PM
To: 'Christopher Riley'
Subject: GR Termination Notice - (b) (6), (b) (7)(C)
Attachments: Termination Letter (b) (6), (b) (7)(C).doc

Chris,

Effective (b) (6), (b) (7)(C) 17 (b) (6), (b) (7)(C) is no longer employed by Gopher Resource.

Please see attached for a copy of the termination letter.

Thank you,

(b) (6), (b) (7)(C)

685 Yankee Doodle Road • Eagan, Minnesota 55121
Office 651-352-4117 • Fax 651-405-6425 • Cell 612-356-9927



Innovative Recycling Solutions Since 1996

CONFIDENTIALITY NOTE: The information contained in this transmission may be privileged and confidential information, and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error and then delete it. Thank you.

RECYCLING ZONE

Gopher Resource (GR) offers part-time recycling service positions in conjunction with Dakota County. It is the intention of GR to provide to a select few college students positions at the Recycling Zone in an effort to help support students with school-related expenses as well as give students experience in the workplace.

Many students hold positions with GR on a seasonal basis in conjunction with school leaves. Students are expected to inform (b) (6), (b) (7)(C) of availability for scheduling including but not limited to when students will be in/out of the Twin Cities area. This proactive approach will allow us to schedule the Recycling Zone accordingly for Summer, Spring, Fall, and Winter.

Please understand that the positions offered are part-time, and are not intended to be long-term, permanent positions. Instead, we expect the students offered such positions to stay enrolled at no less than part-time status and continue pursuing their academic goals. Students, who drop out of school, do not return to school, will no longer be eligible for the part-time position described by this document, and will be terminated. Upon graduation students will be eligible for no more than a three to four month grace period as they are searching for employment elsewhere.

By signing below, I accept the position as described above; I understand that my ability to hold the position is contingent upon the continuation of my student status; and I understand that nothing in this document guarantees me a position for any specific period of time.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Employee
(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Date

APPLICATION FOR EMPLOYMENT

Pre-Employment Questionnaire – An Equal Opportunity Employer



Last Name (b) (6), (b) (7)	First Name (b) (6), (b) (7)		Middle Initial [Redacted]	
Present Address [Redacted]	Apt No.	City [Redacted]	State [Redacted]	Zip [Redacted]
Permanent Address (If Different from Present)	Apt No.	City	State	Zip
Are You 18 Years or Older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Primary Phone Number [Redacted]		Secondary Phone Number	
Are you Currently Authorized to Work in the United States? (b) (6), (b) (7)(C) (Proof of Eligibility Required Upon Offer of Employment)				

DESIRED EMPLOYMENT

Position Desired <i>Labor worker</i>	Are You Able to Work Any Shift? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Date You Can Start	Hourly Rate Desired <i>\$20.00</i>
Are You Currently Employed? (b) (6), (b) (7)(C)	If Yes, May We Inquire of Your Present Employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Have You Ever Applied to this Company Before? (b) (6), (b) (7)(C)	If Yes, When? (b) (6), (b) (7)(C)
Have You Ever Worked for this Company Before? (b) (6), (b) (7)(C)	If Yes, When? (b) (6), (b) (7)(C) <i>to Present</i>
Reason for Leaving? <i>Transfer to Different Position</i>	
Name of Last Manager/Supervisor at this Company (b) (6), (b) (7)(C)	
How Were You Referred to this Company? <input type="checkbox"/> College Placement Service <input type="checkbox"/> Employment Agency <input type="checkbox"/> State Employment Office <input type="checkbox"/> Internet <input type="checkbox"/> Walk In <input type="checkbox"/> Newspaper Advertisement <input checked="" type="checkbox"/> Current Company Employee: (Name) (b) (6), (b) (7)(C) <input type="checkbox"/> Other	

EDUCATION

School Level	School Name, City, and State	# of Years Attended	Did you Graduate?	Subjects Studied/Major(s)	Diploma/Degree(s)
High School or Educational Facility	[Redacted]	[Redacted]	[Redacted]		[Redacted]
College					
Additional Schooling					
Trade, Business, Other					

If Applicable, Please List Any Academic Honors, Scholarships, and/or Fellowships, etc. (Do not list any which reflect your race, color, religion, gender, national origin, age, disabilities, or veteran status.)

[Redacted]

Please Describe Any Subjects of Special Study, Research, Specialized Training, Apprenticeships, Licenses, Certificates, or Skills.

CONFIDENTIAL

EXHIBIT G

FORMER EMPLOYEE (Please List Your Last Three Employers – List Your Most Recent Employer First)

Name of Present or Previous Employer <i>Gopher Resource Recycling Zone</i>			
Address	City <i>Eagan</i>	State <i>MN</i>	Zip <i>55123</i>
Weekly Starting Pay	Weekly Final Pay	May We Contact Your Supervisor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Manager/Supervisor Name <i>(b) (6), (b) (7)(C)</i>	Manager/Supervisor Title <i>(b) (6), (b) (7)(C)</i>	Telephone Number	
Starting Date	Leaving Date	Position Title	
Summarize the Nature of Work Performed and Job Responsibilities <i>Responsible for carrying customers Electronics and Hazardous waste. Dumping Paint, crushing and Emptying Aerosol cans, dumping Fuel, oil and Antifreeze.</i>			
Reason for Leaving <i>Needed a full time job.</i>			

Name of Present or Previous Employer			
Address	City	State	Zip
Weekly Starting Pay	Weekly Final Pay	May We Contact Your Supervisor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Manager/Supervisor Name	Manager/Supervisor Title	Telephone Number	
Starting Date	Leaving Date	Position Title	
Summarize the Nature of Work Performed and Job Responsibilities			
Reason for Leaving			

Name of Present or Previous Employer			
Address	City	State	Zip
Weekly Starting Pay	Weekly Final Pay	May We Contact Your Supervisor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Manager/Supervisor Name	Manager/Supervisor Title	Telephone Number	
Starting Date	Leaving Date	Position Title	
Summarize the Nature of Work Performed and Job Responsibilities			
Reason for Leaving			

REFERENCES (Please Provide the Names and Information of Three Persons Whom You Are Not Related to and Have Known for at Least Three Years)

Name	Address	Telephone Number	Nature of Relationship	Years Acquainted

Have You Ever Been Convicted of a Misdemeanor or Felony? (This Includes All Petty and/or Gross, Etc.)

(b) (6), (b) (7)(C)

If Yes, Please Explain (Will Not Necessarily Exclude You from Consideration)

***PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING**

AT-WILL EMPLOYMENT

I understand that submission of an application does not guarantee employment. I further understand that, should an offer of employment be extended by Gopher Resource (hereinafter referred to as "GR"), such employment with GR is at-will, for no specified duration, and may be terminated by either GR or myself at any time, with or without cause or notice. I understand that none of the documents, policies, procedures, actions, and/or statements of GR or its representatives used during the employee hiring process are deemed contracts of employment, real, or implied. I understand that no representative of GR, except an authorized executive, has the authority to enter into any agreement guaranteeing any conditions of employment or any agreement contrary to the foregoing statement, and that any such agreements must be made in writing and signed by the authorized executive of GR.

AUTHORIZATION

I hereby certify that all of the information provided by me in this application (or any other accompanying or required documents) is accurate and complete to the best of my knowledge. I understand that the falsification, misrepresentation, or omission of any facts in said documents will be cause for denial of employment or immediate termination of employment, regardless of the timing or circumstances of discovery.

I understand that GR retains applications for a period of twelve months from the date of completion. I am welcome to complete a new application at any time.

In consideration for employment with GR, if employed, I agree to comply with the rules, regulations, policies, and procedures of GR at all times, and understand that such obedience is a condition of employment. I understand that due to the nature of GR's business, attendance and punctuality are considered essential requirements of every job at GR, and that poor attendance or tardiness will result in disciplinary action.

I understand that if offered a position with GR, I may be required to submit to a pre-employment medical examination, substance screening, and consumer report as a condition of employment. I understand that unsatisfactory results, refusal to cooperate with, or any attempt to affect the results of these pre-employment tests and checks will result in withdrawal of any employment offer or termination of employment if already employed.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE ABOVE STATEMENTS.

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Signature

**GOPHER RESOURCE
CONDITIONAL OFFER OF EMPLOYMENT**

Gopher Resource offers (b) (6), (b) (7)(C) a conditional employment opportunity at our Eagan facility. Such employment will commence on or about (b) (6), (b) (7)(C). Please understand that Gopher Resource reserves the right to modify such date.

The above job offer is contingent upon the following items:
(Write N/A and Initial before any items which do not apply to this particular job offer)

- (b) (6), (b) (7)(C)
1. Demonstrate the ability to safely wear a respirator by passing a pulmonary function test, with physician review, and meeting the requirements of wearing a respirator according to OSHA standards.
 2. Completing and passing, two job-related physicals at company designated clinic, at the company's expense.
 3. The applicant agreeing to and completing a drug test and obtaining negative results.
 4. Presenting unexpired documents as described on the I-9 form; Employment Eligibility Verification.

Failing to attend the scheduled appointment for the physical and drug screening may result in this offer being withdrawn.

Failing to comply with, or pass, any of the required 4 contingencies will result in this job offer being withdrawn.

Neither the employee nor Gopher Resource is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time.

(b) (6), (b) (7)(C)

Human Resource Representative (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Applicant's Signature

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Print Name

(b) (6), (b) (7)(C)

Tews, Matthew

From: (b) (6), (b) (7)(C) <IMCEAEX_O=GOPHER+20RESOURCE+20CORP_OU=GOPHERRESOURCE_CN=RECIPIENTS_CN=(b) (6), (b) (7)(C)@namprd14.prod.outlook.com>
Sent: Thursday, September 04, 2014 1:59 PM
To: (b) (6), (b) (7)(C)@Beratung-us.com; (b) (6), (b) (7)(C)@Beratung-us.com)
Subject: Gopher Rehire (b) (6), (b) (7)(C), effective (b) (6), (b) (7)(C)

Hi (b) (6), (b) (7),

I did a rehire for (b) (6), (b) (7). (b) (6) was a Recycling Zone Worker at the Recycling Zone from (b) (6), (b) (7)(C) to (b) (6), (b) (7)/14. We terminated (b) (6) in the system on (b) (6), (b) (7)/14 which was (b) (6) last day worked at the Recycling Zone and rehired (b) (6) on (b) (6), (b) (7)(C) as a Refining Laborer at Gopher Resource. Can you please check to see if (b) (6) was rehired properly? (b) (6)'s seniority and seniority rights start over as of (b) (6) rehire date of (b) (6), (b) (7)(C)

Thank you,

(b) (6), (b) (7)(C)

885 Yankee Doodle Road • Eagan, Minnesota 55121
651-405-2251 • Fax 651-405-6425 • 800-354-7451



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(b) (6), (b) (7)(C) - Gopher Resource, LLC

Termination Information

Name	(b) (6), (b) (7)(C)
Status	Terminated
SSN	(b) (6), (b) (7)(C)
Employee number	(b) (6), (b) (7)(C)
Time clock	(b) (6), (b) (7)(C)
Terminated	(b) (6), (b) (7)(C)/2014
Last day worked	(b) (6), (b) (7)(C)/2014
Pay through	(b) (6), (b) (7)(C)/2014
Termination reason	Performance
Type	Involuntary
Home company	Gopher Resource, LLC
Eligible for rehire	No
Notes	

APPLICATION FOR EMPLOYMENT

Employment Questionnaire – An Equal Opportunity Employer



Last Name (b) (6), (b) (7)(C)		First Name (b) (6), (b) (7)(C)		Middle Initial
Present Address (b) (6), (b) (7)(C)		Apt No.	City (b) (6), (b) (7)(C)	State (b) (6), (b) (7)(C) Zip (b) (6), (b) (7)(C)
Permanent Address (If Different from Present)		Apt No.	City	State Zip
Are You 18 Years or Older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Home Phone Number		Cell Phone Number
Are you Currently Authorized to Work in the United States? (b) (6), (b) (7)(C) (Proof of eligibility will be required upon offer of employment)				

DESIRED EMPLOYMENT

Position Desired Any Night Shift	Salary Desired	Date You Can Start July
Have You Ever Been Terminated From Employment or Asked to Resign From a Job? (b) (6), (b) (7)(C)		
Are You Currently Employed? (b) (6), (b) (7)(C)	If Yes, May We Inquire of Your Present Employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Have You Ever Applied to this Company Before? (b) (6), (b) (7)(C)	If Yes, When?	
Have You Ever Worked for this Company Before? (b) (6), (b) (7)(C)	If Yes, When?	
Reason for Leaving?		
Name of Last Supervisor at this Company (b) (6), (b) (7)(C)		
Do You Know Anyone Whom Works for this Company? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Whom? (b) (6), (b) (7)(C)	
How Were You Referred to this Company? <input type="checkbox"/> College Placement Service <input type="checkbox"/> Employment Agency <input type="checkbox"/> State Employment Office <input type="checkbox"/> Internet <input type="checkbox"/> Newspaper Advertising <input checked="" type="checkbox"/> Current Company Employee: Name (b) (6), (b) (7)(C) <input type="checkbox"/> Walk In <input type="checkbox"/> Other		

EDUCATION

School Level	School Name, City, and State	# of Years Attended	Did you Graduate?	Subjects Studied/Major(s)	Diploma/Degree(s)
High School or Educational Facility	Stillwater MN	2 yrs	yes		
College/ University	Century College/ globe				
Additional Schooling					
Trade, Other					

If Applicable, Please List Any Academic Honors, Scholarships, and/or Fellowships. Including Subjects of Special Study, Research, Specialized Training, Apprenticeships, Licenses, Certificates, or Skills. (Do not list any which reflect your race, color, religion, gender, national origin, age, disabilities, or veteran status.)

FORMER EMPLOYEE (Please List Your Last Three Employers, Starting With the Most Recent Employer)

Name of Present or Previous Employer <i>Gopher Resources Recycling Zone</i>		Type of Business <i>Recycling</i>	
Address <i>(b) (6), (b) (7)(C)</i>	City <i>(b) (6), (b) (7)(C)</i>	State <i>(b) (6), (b) (7)(C)</i>	Zip <i>(b) (6), (b) (7)(C)</i>
Starting Salary <i>(b) (6), (b) (7)(C)</i>	Final Salary <i>(b) (6), (b) (7)(C)</i>	May We Contact Your Supervisor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of Supervisor <i>(b) (6), (b) (7)(C)</i>	Title	Telephone Number	
Starting Date <i>(b) (6), (b) (7)(C)</i>	Leaving Date <i>Currently still employed</i>	Title of Position <i>Customer Service</i>	
Summarize the Nature of Work Performed and Job Responsibilities <i>helping the public</i>			
Reason for Leaving <i>full time gig</i>			

Name of Previous Employer		Type of Business	
Address	City	State	Zip
Starting Salary	Final Salary	May We Contact Your Supervisor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of Supervisor	Title	Telephone Number	
Starting Date	Leaving Date	Title of Position	
Summarize the Nature of Work Performed and Job Responsibilities			
Reason for Leaving			

Name of Previous Employer		Type of Business	
Address	City	State	Zip
Starting Salary	Final Salary	May We Contact Your Supervisor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of Supervisor	Title	Telephone Number	
Starting Date	Leaving Date	Title of Position	
Summarize the Nature of Work Performed and Job Responsibilities			
Reason for Leaving			

REFERENCES (Please Provide the Names and Information of Three Persons Whom You Are Not Related to and Have Known for At Least Three Years)

Name	Email Address	Telephone Number	Nature of Relationship	Years Acquainted

Have you ever been convicted of a crime or agreed to a resolution of a criminal charge that resulted in a disposition other than a conviction (e.g., stay of adjudication, continuance for dismissal, etc...)? (b) (6), (b) (7)(C)

Do you have any currently pending criminal charges? (b) (6), (b) (7)(C)

If Yes to either, please identify each offense (including year) and list the disposition/status for each (will not necessarily exclude you from employment consideration)

***PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING**

AT-WILL EMPLOYMENT

I understand that submission of an application does not guarantee employment. I further understand that, should an offer of employment be extended by Gopher Resource (hereinafter referred to as "GR"), such employment with GR is at-will, for no specified duration, and may be terminated by either GR or myself at any time, with or without cause or notice. I understand that none of the documents, policies, procedures, actions, and/or statements of GR or its representatives used during the employee hiring process are deemed contracts of employment, real, or implied. I understand that no representative of GR, except an authorized executive, has the authority to enter into any agreement guaranteeing any conditions of employment or any agreement contrary to the foregoing statement, and that any such agreements must be made in writing and signed by the authorized executive of GR.

AUTHORIZATION

I hereby certify that all of the information provided by me in this application (or any other accompanying or required documents) is accurate and complete to the best of my knowledge. I understand that the falsification, misrepresentation, or omission of any facts in said documents will be cause for denial of employment or immediate termination of employment, regardless of the timing or circumstances of discovery.

I understand that if offered a position with GR, I may be required to submit to a pre-employment medical examination, substance screening, and consumer report as a condition of employment. I understand that unsatisfactory results, refusal to cooperate with, or any attempt to affect the results of these pre-employment tests and checks will result in withdrawal of any employment offer or termination of employment if already employed.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE ABOVE STATEMENTS.

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Signature

GR is proud to be an Equal Opportunity Employer. All qualified applicants will receive consideration without regard to race, color, religion, gender, national origin, age, disability, veteran status, or any other status protected by law.



RECYCLING ZONE

Gopher Resource (GR) offers part-time recycling service positions in conjunction with Dakota County. It is the intention of GR to provide to a select few college students positions at the Recycling Zone in an effort to help support students with school-related expenses as well as give students experience in the workplace.

Many students hold positions with GR on a seasonal basis in conjunction with school leaves. Students are expected to inform (b) (6), (b) (7)(C) of availability for scheduling including but not limited to when students will be in/out of the Twin Cities area. This proactive approach will allow us to schedule the Recycling Zone accordingly for Summer, Spring, Fall, and Winter.

Please understand that the positions offered are part-time, and are not intended to be long-term, permanent positions. Instead, we expect the students offered such positions to stay enrolled at no less than part-time status and continue pursuing their academic goals. Students, who drop out of school, do not return to school, will no longer be eligible for the part-time position described by this document, and will be terminated. Upon graduation students will be eligible for no more than a three to four month grace period as they are searching for employment elsewhere.

By signing below, I accept the position as described above; I understand that my ability to hold the position is contingent upon the continuation of my student status; and I understand that nothing in this document guarantees me a position for any specific period of time.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Employee (b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C) 2017



(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C):

On behalf of Gopher Resource (GR), this letter confirms our offer and your acceptance of the Plant Operator position based in Eagan. ***This offer of employment is conditional upon the satisfactory completion of Gopher Resource's pre-employment testing to include: background check, physical, and drug screen.*** The details are as follows:

Position Title (b) (6), (b) (7)(C)

Start Date: Your employment will begin on Monday, (b) (6), (b) (7)(C) 2017.

Compensation: (b) (6), (b) (7)(C) hourly (before taxes) for which you will be paid weekly. After 4 months of service, you will receive a (b) (6), (b) (7)(C) hourly pay increase; after 12 months of service, you will receive an additional (b) (6), (b) (7)(C) hourly pay increase; at 18 months of service, you will receive an hourly pay increase to the Standard Operator Rate, which is currently (b) (6), (b) (7)(C) hourly.

New Hire Orientation: Monday, (b) (6), (b) (7)(C) 2017 – Friday, (b) (6), (b) (7)(C) 2017, from 8am–4pm. Please arrive shortly before 8am so orientation can begin on time. Please bring all required new hire paperwork completed on your first day, including two acceptable forms of identification.

Work Schedule: Your first week will take place in New Hire Orientation, scheduled from 8am–4pm Monday – Friday. Following New Hire Orientation, you will participate in New Hire Training for approximately three to five weeks. This comprehensive program will prepare you for your new responsibilities and work environment. During this training period, your tentative work schedule will be 7am–3pm Monday – Friday (days / hours subject to change). Following this time, you will be placed on either the afternoon shift (3pm–11pm) or night shift (11pm–7am) with two consecutive days off during the week. Your shift placement is subject to business needs and personal preference.

Pre-Employment Testing: This offer is contingent upon the satisfactory completion of pre-employment testing. This includes: drug screen, physical, and background check which will include but is not limited to: a criminal record search, employment/education verification and social security ID search. This process is conducted through a third-party vendor, Verified Credentials (VCI). In order to begin the process, you must provide online authorization. You will be directed to enter personal information directly into the VCI system. The web address to begin this process is www.myvci.com/gopherresource. If you have not already done so, please submit your information **within 48 hours** of receipt of this offer.

Work Eligibility: In compliance with the Immigration Reform and Control Act of 1986, this offer of employment is conditional upon your presenting documents verifying your identity and legal authorization to work in the United States. We ask that you be prepared to present these documents on your first day of employment. For a list of acceptable documents, go to www.uscis.gov/i-9-central/acceptable-documents.

First Paycheck You will receive your first paycheck on Friday, (b) (6), (b) (7)(C) 2017, provided you complete

EXHIBIT M

Date: and return your new hire paperwork on your first day.
Benefits: You are eligible to participate in the GR cafeteria plan of benefits on the first of the month following 60 days from date of hire. Benefits include medical, dental, short-term and long-term disability, basic life and supplemental life insurance, as well as dependent care and medical/dental care health savings accounts. Based on your scheduled start date, you will be eligible for benefits on (b) (6), (b) (7)(C) 2017. Questions regarding GR's benefits can be directed to our (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

401(k): We are pleased to advise you that your offer includes eligibility to participate in the Company's 401(k) Plan, effective the first of the month following six (6) months from your start date. GR's 401(k) Plan matches employee contributions dollar for dollar up to four (4) percent of your base salary of which you are immediately vested. Questions regarding GR's 401(k) Plan can be directed to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

This letter is not to be construed as a contract of employment for any fixed time period. Either party, you or GR, may terminate the employment relationship, with or without cause, at any time without obligation for services to be performed or compensation to be paid for any period beyond the effective date of termination.

(b) (6), (b) (7)(C), welcome to Gopher Resource and congratulations on your new position! We are confident this position can provide the challenges and development opportunities you desire. In acceptance of this offer, please complete, sign, and return this document along with the attached new hire paperwork on your first day. If you have any questions, please contact me at (b) (6), (b) (7)(C) or your Human Resources representative, (b) (6), (b) (7)(C).

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

I have read, understand, and accept the job offer as outlined in this letter. I understand that this letter does not indicate a contract between me and GR, and that as an employee I would be employed-at-will, which means that either GR or I can terminate employment with or without cause or with or without notice.

A STEP AHEAD.
THE VISION TO BE GREATER.

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

17

A STEP AHEAD.
THE VISION TO BE GREATER.



(b) (6), (b) (7)(C) 2015

(b) (6), (b) (7)(C)
[Redacted]

Dear (b) (6):

On (b) (6), (b) (7)(C) you were observed entering the weigh hopper without first performing the required Lockout/Tagout on the equipment. This unsafe act placed you in an extremely dangerous and potentially life-threatening situation. Upon investigation, this incident was determined to be a violation of the Company's Cardinal Environmental Health and Safety Rule on knowingly bypassing or failing to follow Lock, Tag, and Try (i.e., Lockout/Tagout) procedures. As a result, your employment with Gopher Resource has been terminated, effective (b) (6), (b) (7)(C) 2015.

On (b) (6), (b) (7)(C) 2015, a pay check for all hours worked through (b) (6), (b) (7)(C) 2015 will be directly deposited into your account along with a separate pay check for any unused and accrued time off balances. Employee Benefits Corporation will be contacting you in regard to continued health coverage options through COBRA.

Regards,

(b) (6), (b) (7)(C)
[Redacted]
(b) (6), (b) (7)(C)
[Redacted]



(b) (6), (b) (7)(C) 2017

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

RE: Termination of Employment

Dear (b) (6), (b) (7)(C):

Gopher Resource is committed to maintaining a safe work environment for all employees.

On (b) (6), (b) (7)(C) 17, you were involved in a mobile equipment incident in which the forklift under your operation struck a fellow employee. A thorough investigation of the incident concluded that your conduct represented a serious violation of Gopher Resource's Cardinal Rules policy that prohibits "unauthorized use of a motorized vehicle (including but not limited to: forklift, aerial lift, loader, sweeper, water truck, etc.) or operating mobile equipment in a manner that endangers one's self or others". As a result, your employment with Gopher Resource has been terminated, effective (b) (6), (b) (7)(C) 2017.

On Friday, (b) (6), (b) (7)(C) 2017, you will receive a paycheck for all hours worked through (b) (6), (b) (7)(C) 2017, and a separate paycheck via direct deposit for any unused time-off balance and/or seniority severance benefits, if applicable. Employee Benefits Corporation will be contacting you regarding continued health coverage options through COBRA.

If you have any remaining balance on your lunchroom account that you would like to retrieve, please contact C&S Vending at 1-800-642-6254 or service@csvgiving.com.

If you have any additional questions, please contact me at 651-352-4117.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



TEAMSTERS LOCAL UNION NO. 120



GRIEVANCE FORM

Number: G- (b) (6), (b) (7)(C)

GRIEVANT INFORMATION

First: (b) (6) Last: (b) (6) Phone: _____
Address: _____ City: _____ State: _____ Zip: _____
Crew/Shift: _____ Email: _____

COMPANY INFORMATION

Company: Gopher Contact: (b) (6), (b) (7)(C)
Address: 2900 Lone Oak Pkwy #140 City: Eagan State: MN Zip: 55121
Fax/email: (b) (6), (b) (7)(C) Steward: (b) (6), (b) (7)(C) Date Filed: (b) (6), (b) (7)(C) 17

COMPLAINT DETAILS

The Company violated the contract when I was terminated on (b) (6), (b) (7)(C), 2017. Violation of Article 7 of the CBA and any/all other applicable articles and/or pertinent information.

REQUESTED REMEDY

Requesting immediate reinstatement with all back pay, seniority, and all other contractual benefits.
More evidence to be provided at time of hearing.

Member's Signature: (b) (6), (b) (7)(C)

GRIEVANCE OUTCOME

Complaint Taken By: office (b) (6)

Date: (b) (6), (b) (7)(C) /17

Agent Name: Chris Riley

Date: (b) (6), (b) (7)(C) /17



Teamster Local 120



and Gopher Resource

Joint Committee Panel Hearing

Panel Member:

(b) (6), (b) (7)(C)

Panel Member:

(b) (6), (b) (7)(C)

Date:

(b) (6), (b) (7)(C)

17

8:00 AM

Decision:

Claim of the Demerol

Joint Committee Panel Hearing



(b) (6), (b) (7)(C) 2016

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C):

Effective (b) (6), (b) (7)(C) 2016, your employment with Gopher Resource has been terminated.

As explained in the interview and orientation processes, as well as stated in Gopher Resource's employee handbook that was issued to you upon employment: "Either the employee or the employer may end the employment relationship, at will, at any time during the introductory period with or without due cause or advance notice."

A final paycheck will be issued to you on Friday, (b) (6), (b) (7)(C) 2016 for hours worked through (b) (6), (b) (7)(C) 2016.

Sincerely,

(b) (6), (b) (7)(C)

working with (b) (6) tried to get (b) (6) attention to stop what (b) (6) was doing. (b) (6) was not burned by residual lead trickling down the trough.

Employee Information

Supervisor Name:	(b) (6), (b) (7)(C) <input checked="" type="checkbox"/>
Supervisor Phone Number:	(b) (6), (b) (7)(C)
Contractor Name:	
Contractor Company:	

Witness Information

Witness Name #1:	(b) (6), (b) (7)(C)
Witness Number #1:	
Witness Statement #1:	Yes
Witness Name #2:	
Witness Number #2:	
Witness Statement #2:	N/A
Witness Name #3:	
Witness Number #3:	
Witness Statement #3:	N/A

Additional Information

Created By:	(b) (6), (b) (7)(C) <input checked="" type="checkbox"/>
Created:	(b) (6), (b) (7)(C) 2016 5:01 PM



(b) (6), (b) (7)(C) 2016

(b) (6) (b) (b) (7)(C)
[Redacted]

Dear (b) (6):

Effective (b) (6), (b) (7)(C) 2016, your employment with Gopher Resource has been terminated.

As stated in the interview and orientation process, as well as Gopher Resource's employee handbook that was issued to you upon employment: "Either the employee or the employer may end the employment relationship, at will, at any time during the introductory period with or without due cause or advance notice."

A final paycheck will be issued to you on Friday (b) (6), (b) (7)(C) 2016 for hours worked through (b) (6), (b) (7)(C) 2016.

Sincerely,

(b) (6), (b) (7)(C)

[Redacted signature block]

Gopher Eagan Employee Note form:

Use this form to document conversations, observations, problems or good comments about or with employee's. Go into as much detail as necessary.

March 2018						
Su	Mo	Tu	We	Th	Fr	Sa
25	26	27	28	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Date: 04/07/2016 Day of week: Thursday

Type of Note: ☒ Critique ☐ Praise ☒ Training ☐ Other

Emp Name: (b) (6), (b) (7)(C)

Shift ERROR: Server error: Entry not found in index
ERROR: Server error: Entry not found in index

Department:

Note By: (b) (6), (b) (7)(C)

Note: Today I observed (b) (6) moving a reverb slug. (b) (6) parked the forklift leaving the slug in the air then ducked under a forklift that was holding a block in the air. It can be seen on the reverb jib hoist camera @ 7:27AM. I brought (b) (6) into the office and explained to (b) (6) that this can not happen. (b) (6) stated (b) (6) understood and realized (b) (6) messed up as soon as it happened. (b) (6) apologized and stated it would not happen again. I explained that if (b) (6) needs to get around a forklift (b) (6) should go around the back side and that (b) (6) also should not leave the forks up with a load and not be on the forklift. (b) (6) stated (b) (6) understood what was being explained to (b) (6).

Links:

[REDACTED]

(b) (6), (b) (7)(C) 2017

(b) (6) (b) (6)

Dear [REDACTED]:

Effective (b) (6), (b) (7)(C) 2017, your employment with Gopher Resource has been terminated due to overall performance during your introductory period.

As stated in the interview and orientation process, as well as Gopher Resource's employee handbook that was issued to you upon employment: "Either the employee or the employer may end the employment relationship, at will, at any time during the introductory period with or without due cause or advance notice."

On Friday, (b) (6), (b) (7)(C) 2017, you will receive a final paycheck for all hours worked through your termination date. Employee Benefits Corporation (800-346-2126) will be contacting you regarding continued health coverage options through COBRA, if applicable. If you have any remaining balance on your lunchroom account that you would like to retrieve, please contact C&S Vending at 1-800-642-6254 or service@cstvending.com.

As a reminder, you must also contact your local union office at 763-267-6120 to request a Withdrawal Card within ninety (90) days of your termination date.

We wish you the best of luck in your future endeavors.

Sincerely,

(b) (6), (b) (7)(C)

[REDACTED]

(b) (6), (b) (7)(C)

[REDACTED]

(b) (6), (b) (7)(C)

From: SharePoint_Admin@gopherresource.com
Sent: Monday, November 13, 2017 5:49 PM
To:



Subject: New Incident Reported

New Incident Report: Bumping a forklift Please Assign A Level & Investigation Team

Incident Information

Incident Title:	Bumping a forklift
Incident Type:	Near Miss
Employee Name:	(b) (6), (b) (7)(C)
Date Occurred:	(b) (6), (b) (7)(C)/2017 6:00 PM
Date Reported:	(b) (6), (b) (7)(C)/2017 8:00 PM
Business Unit:	Eagan
Relationship:	Employee
Incident Location:	Furnace
Incident Impact:	bumped a parked forklift
Incident Description:	(b) (6), (b) (7)(C) was working as the reverb slag side operator on Sunday (b) (6), (b) (7)(C)-17. (b) (6), (b) (7)(C) was move a slag pan from the cooling rack over to the slag pan dumper and needed to cross under the incline feed screw. At the same time (b) (6), (b) (7)(C) was going to pass under the screw, (b) (6), (b) (7)(C) was park under it replacing a propane tack on (b) (6), (b) (7)(C)


CONFIDENTIAL

EXHIBIT Q

forklift. (b) (6) decided to pass under thinking (b) (6) could make it. As (b) (6) drove through (b) (6) bumped the parked forklift. the Parked forklift move a little, no damage was noticed. (b) (6), (b) (7)(C) reported the incident not long after. When (b) (6) was asked (b) (6), (b) (6) said that (b) (6) thought (b) (6) would make it. no real answer as to why (b) (6), (b) (6) did not report it.

Employee Information

Supervisor
Name:

(b) (6), (b) (7)(C) 

Supervisor
Phone
Number:

Contractor
Name:

Contractor
Company:

Witness Information

Witness
Name #1:

Witness
Number #1:

Witness
Statement
#1:

N/A

Witness
Name #2:

Witness
Number #2:

Witness
Statement
#2:

N/A

Witness
Name #3:

Witness
Number #3:

Witness
Statement
#3:

N/A

Additional Information

Created By:

Created: [REDACTED] 2017 5:47 PM

Link to Incident: <http://gopherportal/sites/ehs/Lists/InvestigationTabbed/DispForm.aspx?ID=1033>



(b) (6), (b) (7)(C) 2017

(b) (6) (b) (6)
[Redacted]

Dear (b) (6):

Effective (b) (6), (b) (7)(C) 2017, your employment with Gopher Resource has been terminated due to overall performance during your introductory period.

As stated in the interview and orientation process, as well as Gopher Resource's employee handbook that was issued to you upon employment: "Either the employee or the employer may end the employment relationship, at will, at any time during the introductory period with or without due cause or advance notice."

On Friday, (b) (6), (b) (7)(C) 2017, you will receive a final paycheck for all hours worked through your termination date. Employee Benefits Corporation (800-346-2126) will be contacting you regarding continued health coverage options through COBRA, if applicable. If you have any remaining balance on your lunchroom account that you would like to retrieve, please contact C&S Vending at 1-800-642-6254 or service@csvgiving.com.

As a reminder, you must also contact your local union office at 763-267-6120 to request a Withdrawal Card within ninety (90) days of your termination date.

We wish you the best of luck in your future endeavors.

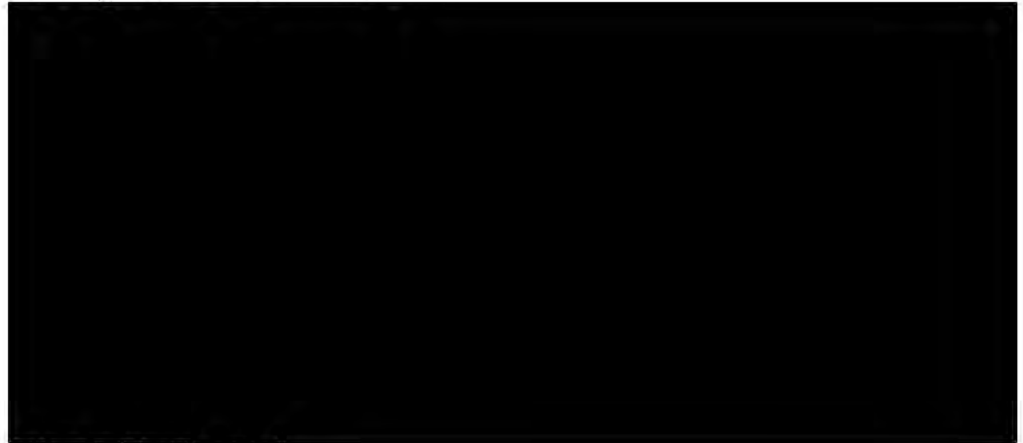
Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

From: SharePoint_Admin@gopherresource.com
Sent: Sunday, December 3, 2017 7:39 PM
To:



Subject: New Incident Reported

New Incident Report: Make up air vent hit Please Assign A Level & Investigation Team

Incident Information

Incident Title:	Make up air vent hit
Incident Type:	Damage
Employee Name:	(b) (6), (b) (7)(C)
Date Occurred:	(b) (6), (b) (7)(C) 2017 11:40 AM
Date Reported:	(b) (6), (b) (7)(C) 2017 11:40 AM
Business Unit:	Eagan
Relationship:	Employee
Incident Location:	Furnace
Incident Impact:	Damage to make up air vent
Incident Description:	While watching video to count slugs at 11:42 am (b) (6), (b) (7)(C) was backing up on forklift with (b) (6), (b) (7)(C) mast still elevated after setting a reverb slug down. As turned behind the railing for the electrical boxes to the east (b) (6), (b) (7)(C) struck the make up air vent and the railing damaging the vent. I gave (b) (6), (b) (7)(C) time to come and report the incident before

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EXHIBIT Q

the end of the day i called (b) (6), (b) (7)(C) into the blast to discuss it. When asked why (b) (6), (b) (7)(C) was yet to report it (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) didn't know that (b) (6), (b) (7)(C) had hit it. I told (b) (6), (b) (7)(C) that it was a pretty hard hit which would be hard not to notice (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) noticed (b) (6), (b) (7)(C) had hit the railing but not the vent at that point. I then asked why didn't (b) (6), (b) (7)(C) report hitting the railing if (b) (6), (b) (7)(C) noticed that? (b) (6), (b) (7)(C) replied (b) (6), (b) (7)(C) didn't think (b) (6), (b) (7)(C) struck it with that much force. (b) (6), (b) (7)(C) has picture of vent damage.

Employee Information

Supervisor Name: (b) (6), (b) (7)(C) ☐

Supervisor Phone Number:

Contractor Name:

Contractor Company:

Witness Information

Witness Name #1:

Witness Number #1:

Witness Statement #1: N/A

Witness Name #2:

Witness Number #2:

Witness Statement #2: N/A

Witness Name #3:

Witness Number #3:

Witness Statement #3: N/A

Additional Information

Created By: (b) (6), (b) (7)(C) ☐

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EXHIBIT Q

Created: (b) (6), (b) (7) /2017 7:36 PM

Link to Incident: <http://gopherportal/sites/ehs/Lists/InvestigationTabbed/DispForm.aspx?ID=1046>



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 18
Federal Office Building
212 Third Avenue South, Suite 200
Minneapolis, MN 55401-2657

Agency Website: www.nlrb.gov
Telephone: (612)348-1757
Fax: (612)348-1785

April 5, 2018

CHRIS RILEY, BUSINESS AGENT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 120
9422 ULYSSES STREET NE, #120
BLAINE, MN 55434-3573

Re: Gopher Resource, LLC
Case 18-CA-213460

Dear Mr. Riley:

We have carefully investigated and considered your charge that GOPHER RESOURCE has violated the National Labor Relations Act.

Decision to Dismiss: The charge alleges the Employer made a unilateral change by retroactively applying new contract language and using the new language as the basis for denying the Union's request to arbitrate a grievance regarding a terminated employee.

Under Board law, case authority provides that a party to a collective-bargaining contract does not violate Section 8(a)(5) of the Act by refusing to arbitrate a single dispute or a "narrow class" of grievances. *Velan Valve Corp.* 316 NLRB 1273, 1274 (1995); *Whiting Roll Up Door Mfg. Corp.*, 257 NLRB 734 (1981); *Central Illinois Public Service Company*, 139 NLRB 1407 (1962); *Airport Limousine, supra*, at 934). In *Velan*, the employer refused to arbitrate a single grievance based on a contractual time limitation argument and the Board noted that such a dispute "involve[d] precisely [the] of narrow, fact bound, contractual disputes that more properly should be handled by the parties through the contract-dispute mechanism and not by recourse to the Board." *Id.* at 1274. In a later decision, the Board cast the *Velan Valve* rule in this slightly different language: "An employer's refusal to arbitrate grievances, pursuant to a collective-bargaining agreement, violates Section 8(a)(5) of the Act if the employer's conduct amounts to a unilateral modification or wholesale repudiation of the collective-bargaining agreement." *ACS, LLC*, 345 NLRB 1080, 1081(2005). The Board also noted in *3 State Contractors, Inc.*, 306 NLRB 711, 715, (1992), that an employer violates the Act "[W]here there is a collective-bargaining agreement containing a grievance/arbitration clause, an employer's refusal to take all, or even most, grievances to arbitration constitutes an 8(a)(5) violation. *Paramount Potato Chip Company, Inc.*, 252 NLRB 794 (1980); *Independent Stave Company, Diversified Industries Division*, 233 NLRB 1202 (1977); *Airport Limousine Service, Inc.*, and *Jay McNeill, Esq. as Receiver for Airport Limousine Service, Inc.*, 231 NLRB 932 (1977).

In the current case, the alleged violation relates to the Employer's refusal to arbitrate a single grievance. The investigation established that although an Employer agent incorrectly relied upon the language in the new collective-bargaining agreement to justify its position, it appears the new language was memorializing how the Employer was treating the student transfers under the prior collective-bargaining agreement. The employees were referred to and

treated as a “rehire” which would arguably implicate the probation language in the prior agreement, justifying its refusal to process the grievance. As such, the evidence fails to establish the Employer’s decision amounted to a unilateral modification or wholesale repudiation, and therefore, a violation of the Act has not been established.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency’s e-filing system, go to our website at www.nlrb.gov and:

- 1) Click on E-File Documents;
- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at www.nlrb.gov. You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **April 19, 2018**. If the appeal is filed electronically, the transmission of the entire document through the Agency’s website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than April 18, 2018. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before April 19, 2018**. The request may be filed electronically through the *E-File Documents* link on our website www.nlrb.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after April 19, 2018, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

/s/ Jennifer A. Hadsall

JENNIFER A. HADSALL
Regional Director

Enclosure

cc: ALISON HOFFMAN
GOPHER RESOURCE
685 YANKEE DOODLE RD
EAGAN, MN 55121

RICHARD W. PINS, ATTORNEY
STINSON, LEONARD, STREET, LLP
50 S 6TH ST STE 2600
MINNEAPOLIS, MN 55402-2241

MATTHEW C. TEWS, ATTORNEY
STINSON, LEONARD, STREET, LLP
50 S 6TH ST STE 2600
MINNEAPOLIS, MN 55402-2241

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)